| SOLICITATION, OFF | FER, 1 | . SOLICITATION NO. | 2. TYPE O | FSOLICITATION | 3. DATE ISSUED | PAGE OF PAGES | |
|---|----------------------------------|--|------------------|-----------------------|-----------------------------|----------------------------|--|
| AND AWARD | V | V91248-07-B-0005 | | LED BID (IFB) | 11-Jul-2007 | 1 OF 101 | |
| (Construction, Alteration, o | r Repair) | | NEG(| OTIATED (RFP) | | | |
| IMPORTANT - The "offer" : | section on | 1 | <u> </u> | | | | |
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHA | SE REQUEST N | IO. | 6. PROJECT NO. | | |
| | | W34GM170930001 | | | ENV 00156-9J | | |
| 7. ISSUED BY | COL | DE W91248 | 8. A | DDRESS OFFER TO | (If Other Than Item 7) (| ODE | |
| DIRECTORATE OF CONTRACTI ACA, FORT CAMPBELL BLDG 2174 13 1/2 ST FORT CAMPBELL KY 42223-533 | | | | See Item 7 | | | |
| TEL: | F.A | AX: | TE | £: | FAX: | | |
| 9. FOR INFORMATION | A. NAME | | | B. TELEPHONE NO | | (NO COLLECT CALLS) | |
| CALL: | ELISSA JO | NES | | 270-798-3120 | | | |
| | | | SOLICITATI | ON | | | |
| NOTE: In sealed bid solic | itations "o | ffer" and "offeror" mea | n "bid" and " | bidder". | | | |
| 10. THE GOV ERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): | | | | | | | |
| Erosion Control & Drainage In | nprovements | 5 | | | | | |
| PROJECT TITLE: EROSION CONTROL AND SITE WORK, FORT CAMPBELL KY. BASE YEAR & FOUR OPTION PERIODS. PROJECT MAGNITUDE: \$500,000 AND \$1,000,000.00 This acquisition is issued purant to FAR 19.8, Contracting w ith the Small Business Administration (The 8(a) Program) This is setaside Region 4 (Kentucky, Tennessee, Georgia, Florida, North Carolina, Alabama, South Carolina, and Mississippi) Block 11, Period of Performance for Delivery Orders, See Contract Clause 52.211-10, Commencement, Prosecution, and Completion of Work. Block 12A & 13B, See Section 00100, Instruction to Offerors, paragraph h. | | | | | | | |
| | | performance period is X r | _ | negotiable. (See | 52.211-12 |) | |
| 12 A. THE CONTRACTOR MUS (If "YES," indicate within how | | | | MENT BONDS? | 12B. CALENDAF | ≀DAYS | |
| X YES NO | many caren | aar aayo anor anara m non | | | 10 | | |
| 13. ADDITIONAL SOLICITATIO | | | | | 2.00 | lnm CST | |
| A. Sealed offers in original at local time 10 Aug 2007 shall be marked to show the B. An offer guarantee X is | _ <i>(date).</i> he offeror's | copies to perform the w If this is a sealed bid solicita name and address, the soli required. | ation, offers mu | st be publicly opened | at that time. Sealed env | | |
| C. All offers are subject to th | | | | | | - | |
| D. Offers providing less than | c | alendar days for Governme | nt acceptance | after the date offers | are due w ill not be consid | ered and will be rejected. | |

| | | | SOLICIT | ATION, OFFEI | | - | tinued) | | | |
|--|---|----------------|--------------------|----------------------|------------------|--|--------------------|--|--------------|--------------------|
| | | | | (Construction | | or Repair) Ily complete | d by offeror |) | | |
| 14. NAME AND AD | DRESS OF | OFFEROR | (Include ZII | | 15. TELEPH | | nclude area c | | | |
| | | | | | | | | | | |
| | | | | | 16. REMITTA | NCE ADDRES | SS (Include | e only if differer | nt than Item | 14) |
| | | | | | See Item | 11 | | | | |
| | | | | | See iteli | 14 | | | | |
| | | | | | | | | | | |
| CODE | | FACILITY CO | ODE | | | | | | | |
| 17. The offeror ag | | | | | | | | | | |
| accepted by the G | | _ | | - | | | | ny number equ | _ | ater than |
| the minimum requ | irements st | ated in Item 1 | 13D. Failure | to insert any numi | ber means th | e offeror acce | epts the minin | num in item 13L |).) | |
| AMOUNTS | | | -c | | | | | | | |
| AMOUNTS S | SEE SCHEDI | JLE OF PRICE | :5 | | | | | | | |
| 18. The offeror ag | rees to furr | nish any requi | ired performa | nce and payment | bonds. | | | | | |
| | | | | 19. ACKNOWLED | GMENT OF A | MENDMENTS | | | | |
| | | (The offe | ror acknowledge | es receipt of amendm | ents to the soli | citation give n | umber and date | of each) | | |
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |
| DATE | | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | | 20B. SIGNA | TURE | | 2 | OC. OFFER | DATE | |
| | | | AW | /ARD (To be co | mpleted by | Government | ·) | • | | |
| 21. ITEMS ACCEPT | ED: | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 22. AMOUNT | | 23. ACCO | UNTING AND | A PPROPRIATION I | DATA | | | | | |
| 24 CLIDNIT INN/OK | | DECC CHOM | /N.I. IN.I. | 1754 | 25 071 | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO | | | | |
| 24. SUBMIT INVOIC | | | /IN IIN | ITEM | | J.S.C. 2304(c) | | | | 10 |
| | | <i></i> | | | | | | 41 U.S.C. 2 | 53(C) | |
| 26. ADMINISTERED | BY | COL | DE | | 27. PAY | MENT WILL B | EMADEBY: | CODE | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| | | CONT | TRACTING O | FFICER WILL CO | OMPLETE IT | M 28 OR 29 | AS APPLICAE | BLE | | |
| 28. NEGOTIATI | ED A GREEN | MENT (Cont | tractor is require | ed to sign this | 29. | AWARD (Cor | ntractor is not re | equired to sign this | document.) | |
| document and return to furnish and delive | - | - | | = | | | · - | - | | d. This award con- |
| on this form and any | | • | • | | | | | of (a) the Governi No further contrac | | |
| contract. The rights | _ | | | | necessa | у. | | | | |
| governed by (a) this | | | | | | | | | | |
| • | representations, certifications, and specifications or incorporated by reference in or attached to this contract. | | | | | | | | | |
| 30A. NAME AND T | TILE OF CO | NTRACTOR (| OR PERSON A | UTHORIZED | 31A. NAM | E OF CONTRACT | ING OFFICER | (Туре | or print) | |
| TO SIGN (Type o | r print) | | | | | | | | | |
| 30B. SIGNATURE | | | 30C. DATE | | TEL: | | EMA | AIL: | | |
| | | | | | 31B. UN | TED STATES | OF AMERICA | | 31C. AV | VARD DATE |
| | | | | | BY | | | | | |

NSN 7540-01-155-3212 **STANDARD FORM 1442 BACK** (REV. 4-85)

Section 00010 - Solicitation Contract Form

| ITEM NO 0001 | SUPPLIES/SERVICES Excavating Using Track Ho | QUANTITY 500 oe | UNIT Cubic Yard | UNIT PRICE \$ | \$ AMOUNT |
|-----------------|--|-----------------------|------------------------|------------------|--------------|
| ITEM NO 0002 | SUPPLIES/SERVICES Pulling Stumps Using Hoe | QUANTITY 25 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0003 | SUPPLIES/SERVICES Clearing and Grubbing | QUANTITY 10 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0004 | SUPPLIES/SERVICES Grading Dirt Work | QUANTITY 10,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0005 | SUPPLIES/SERVICES Grading Road | QUANTITY 528 | UNIT Linear Foot | UNIT PRICE \$ | \$ AMOUNT |

| ITEM NO 0006 | SUPPLIES/SERVICES Grading Rock | QUANTITY 50,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
|-----------------|--|--------------------|-------------------------------|----------------|--------------|
| ITEM NO 0007 | SUPPLIES/SERVICES Shaping Dozer | QUANTITY 75,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0008 | SUPPLIES/SERVICES Silt Fence Class III | QUANTITY 5,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0009 | SUPPLIES/SERVICES Geo Textile Fabric | QUANTITY 25,000 | UNIT Square Yard | UNIT PRICE | \$ AMOUNT |
| ITEM NO 0010 | SUPPLIES/SERVICES Rip Rap 12" | QUANTITY 5,600 | UNIT Net Ton (2,000 LB) | UNIT PRICE | \$ AMOUNT |

| ITEM NO 0011 | SUPPLIES/SERVICES Rock #2/#4 | QUANTITY 4,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE | Page 5 (| of 101 AMOUNT |
|-----------------|-------------------------------------|-------------------|-------------------------------|----------------|----------|---------------|
| ITEM NO 0012 | SUPPLIES/SERVICES Rock #6/10 | QUANTITY 4,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 0013 | SUPPLIES/SERVICES Rock Dense Grade | QUANTITY 1,200 | UNIT Net Ton (2,000 LB) | UNIT PRICE | _ \$ | AMOUNT |
| ITEM NO 0014 | SUPPLIES/SERVICES Road Tile 24" | QUANTITY 500 | UNIT Linear Foot | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 0015 | SUPPLIES/SERVICES Road Tile 36" | QUANTITY 750 | UNIT Linear Foot | UNIT PRICE | \$ | AMOUNT |

| ITEM NO 0016 | SUPPLIES/SERVICES Road Tile 48" | QUANTITY 350 | UNIT Linear Foot | UNIT PRICE | Page 6 of 101 AMOUNT |
|-----------------|---|--------------------|-------------------------------|------------------|----------------------|
| ITEM NO 0017 | SUPPLIES/SERVICES Water Turn Out | QUANTITY 600 | UNIT Linear Foot | UNIT PRICE \$ | AMOUNT \$ |
| ITEM NO 0018 | SUPPLIES/SERVICES Trucking Various Mat | QUANTITY 10,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | AMOUNT \$ |
| ITEM NO 0019 | SUPPLIES/SERVICES Head Wall Rip Rap | QUANTITY 50 | UNIT Each | UNIT PRICE \$ | AMOUNT _ \$ |
| ITEM NO 0020 | SUPPLIES/SERVICES Concrete Side Walk | QUANTITY 1,000 | UNIT Linear Foot | UNIT PRICE | AMOUNT _ \$ |

| ITEM NO 0021 | SUPPLIES/SERVICES Mowing Light | QUANTITY 750 | UNIT Acre | UNIT PRICE \$ | Page 7 of \$ | 101 AMOUNT |
|-----------------|--------------------------------------|--------------------|------------------------|------------------|--------------|---------------|
| ITEM NO 0022 | SUPPLIES/SERVICES Mulch, Straw | QUANTITY 25,000 | UNIT Square Yard | UNIT PRICE | \$ | AMOUNT |
| ITEM NO 0023 | SUPPLIES/SERVICES Mulch, Wood | QUANTITY 5,000 | UNIT Square Yard | UNIT PRICE | . \$ | AMOUNT |
| ITEM NO 0024 | SUPPLIES/SERVICES Mulch, Fiber Mate | QUANTITY 5,000 | UNIT Linear Foot | UNIT PRICE | . \$ | AMOUNT |
| ITEM NO 0025 | SUPPLIES/SERVICES Seeding Drill | QUANTITY 100 | UNIT Acre | UNIT PRICE \$ | . \$ | AMOUNT |
| ITEM NO 0026 | SUPPLIES/SERVICES Sedding Broad Cast | QUANTITY 200 | UNIT Acre | UNIT PRICE | \$ | AMOUNT |

| ITEM NO 0027 | SUPPLIES/SERVICES Disking, Light | QUANTITY 250 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
|-----------------|--|----------------------------------|--------------|------------------|--------------|
| ITEM NO 0028 | SUPPLIES/SERVICES Plowing or Rome Plow | QUANTITY 300 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0029 | SUPPLIES/SERVICES Planting, Row Crops | QUANTITY 300 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0030 | SUPPLIES/SERVICES Fertilizer, 200 Units N, 100 | QUANTITY 250 O lbs P, 100K | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 0031 | SUPPLIES/SERVICES Cultipack Seed | QUANTITY 250 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |

Page 9 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 0032 Net Ton 300 (2,000 LB) Lime ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0033 20,000 Square Yard \$_____ Compaction of stone ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE QUANTITY AMOUNT** 0034 26 Each Concrete Headwall with wings SUPPLIES/SERVICES **UNIT PRICE** ITEM NO **QUANTITY UNIT AMOUNT** 0035 528 Linear Foot Road Sweeping ESTIMATED TOTAL FOR BASE YEAR CLINS 0001 - 0035 SUPPLIES/SERVICES **UNIT PRICE** ITEM NO **QUANTITY UNIT AMOUNT** 1001 500 Cubic Yard \$_____ OPTION **Excavating Using Track Hoe**

Page 10 of 101

| ITEM NO 1002 OPTION | SUPPLIES/SERVICES Pulling Stumps Using Hoe | QUANTITY 25 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
|---------------------------|--|--------------------|------------------------|------------------|--------------|
| ITEM NO 1003 OPTION | SUPPLIES/SERVICES Clearing and Grubbing | QUANTITY 10 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 1004 OPTION | SUPPLIES/SERVICES Grading Dirt Work | QUANTITY 10,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 1005 OPTION | SUPPLIES/SERVICES Grading Road | QUANTITY 528 | UNIT Linear Foot | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 1006 OPTION | SUPPLIES/SERVICES Grading Rock | QUANTITY 50,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |

Page 11 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 1007 75,000 Square Yard OPTION **Shaping Dozer** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1008 5,000 Square Yard \$_ OPTION Silt Fence Class III ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1009 25,000 Square Yard _____ \$____ OPTION Geo Textile Fabric ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1010 5,600 Net Ton .____ \$___ (2,000 LB) \$_ OPTION Rip Rap 12" SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** ITEM NO 1011 4,000 Net Ton (2,000 LB) \$ OPTION Rock #2/#4

Page 12 of 101

| ITEM NO 1012 OPTION | SUPPLIES/SERVICES Rock #6/10 | QUANTITY 4,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | _ \$ | AMOUNT |
|---------------------------|-------------------------------------|-------------------|-------------------------------|----------------|------|--------|
| ITEM NO 1013 OPTION | SUPPLIES/SERVICES Rock Dense Grade | QUANTITY 1,200 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 1014 OPTION | SUPPLIES/SERVICES Road Tile 24" | QUANTITY 500 | UNIT Linear Foot | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 1015 OPTION | SUPPLIES/SERVICES Road Tile 36" | QUANTITY 750 | UNIT Linear Foot | UNIT PRICE \$ | . \$ | AMOUNT |
| ITEM NO 1016 OPTION | SUPPLIES/SERVICES Road Tile 48" | QUANTITY 350 | UNIT Linear Foot | UNIT PRICE | \$ | AMOUNT |

AMOUNT

Page 13 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 1017 600 Linear Foot OPTION Water Turn Out ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1018 10,000 Net Ton (2,000 LB) \$_ \$_ OPTION Trucking Various Mat ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE QUANTITY AMOUNT** 1019 50 Each OPTION Head Wall Rip Rap ITEM NO **UNIT UNIT PRICE** SUPPLIES/SERVICES **QUANTITY AMOUNT** 1020 1,000 Linear Foot \$_ OPTION Concrete Side Walk

UNIT

Acre

UNIT PRICE

\$

ITEM NO

1021

OPTION

SUPPLIES/SERVICES

Mowing Light

QUANTITY

750

Page 14 of 101 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO **AMOUNT** 1022 25,000 Square Yard OPTION Mulch, Straw ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1023 5,000 Square Yard OPTION Mulch, Wood ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT** UNIT PRICE **AMOUNT** 1024 5,000 Linear Foot \$ OPTION Mulch, Fiber Mate ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 1025 100 Acre OPTION Seeding Drill ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1026 200 Acre OPTION Seeding Broad Cast ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT** UNIT PRICE **AMOUNT** 1027 250 Acre OPTION Disking, Light

| ITEM NO 1028 OPTION | SUPPLIES/SERVICES Plowing or Rome Plow | QUANTITY 300 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
|---------------------------|--|----------------------------------|-------------------------------|------------------|--------------|
| ITEM NO 1029 OPTION | SUPPLIES/SERVICES Planting, Row Crops | QUANTITY 300 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 1030 OPTION | SUPPLIES/SERVICES Fertilizer, 200 Units N, 100 | QUANTITY 250 O lbs P, 100K | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 1031 OPTION | SUPPLIES/SERVICES Cultipack Seed | QUANTITY 250 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 1032 OPTION | SUPPLIES/SERVICES Lime | QUANTITY 300 | UNIT Net Ton (2,000 LB) | \$ UNIT PRICE | \$ AMOUNT |

Page 16 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 1033 20,000 Square Yard OPTION Compaction of stone ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1034 26 Each OPTION Concrete Headwall with wings UNIT PRICE SUPPLIES/SERVICES **QUANTITY AMOUNT** ITEM NO **UNIT** 1035 528 Linear Foot OPTION Road Sweeping ESTIMATED TOTAL FOR FIRST OPTION CLINS 1001 - 1035 ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT** UNIT PRICE **AMOUNT** 2001 Cubic 500 \$ Yard OPTION **Excavating Using Track Hoe** SUPPLIES/SERVICES **QUANTITY UNIT PRICE AMOUNT** ITEM NO **UNIT** 2002 25 Acre OPTION Pulling Stumps Using Hoe

Page 17 of 101 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO **AMOUNT** 10 2003 Acre OPTION Clearing and Grubbing **UNIT PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 2004 10,000 Square Yard OPTION Grading Dirt Work UNIT PRICE SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** ITEM NO 2005 528 Linear \$ Foot OPTION **Grading Road** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 50,000 2006 Square Yard \$ OPTION **Grading Rock** AMOUNT ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** 2007 75,000 Square Yard OPTION **Shaping Dozer**

Page 18 of 101 UNIT **UNIT PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY AMOUNT** 2008 5,000 Square Yard OPTION Silt Fence Class III ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2009 25,000 Square Yard \$_____ OPTION Geo Textile Fabric SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** ITEM NO **AMOUNT** 2010 5,600 Net Ton (2,000 LB) \$_____ \$____ OPTION Rip Rap 12" ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2011 4,000 Net Ton (2,000 LB) \$__ ______ \$____ OPTION Rock #2/#4 **QUANTITY UNIT PRICE** ITEM NO SUPPLIES/SERVICES UNIT **AMOUNT** 2012 4,000 Net Ton (2,000 LB) \$_____ \$____

OPTION

Rock #6/10

AMOUNT

W91248-07-B-0005 Page 19 of 101 UNIT **UNIT PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY AMOUNT** 2013 1,200 Net Ton (2,000 LB) \$_ OPTION Rock Dense Grade ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2014 500 Linear Foot \$______ \$_____ OPTION Road Tile 24" ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE **QUANTITY AMOUNT** 2015 750 Linear Foot \$______\$___ OPTION Road Tile 36" ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2016 350 Linear Foot _____ \$____ OPTION Road Tile 48"

UNIT

Linear

Foot

UNIT PRICE

\$______\$

QUANTITY

600

ITEM NO

2017

OPTION

SUPPLIES/SERVICES

Water Turn Out

| ITEM NO 2018 OPTION | SUPPLIES/SERVICES Trucking Various Mat | QUANTITY 10,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | Page 20 of | 101 AMOUNT |
|---------------------------|---|--------------------|-------------------------------|------------------|------------|---------------|
| ITEM NO 2019 OPTION | SUPPLIES/SERVICES Head Wall Rip Rap | QUANTITY 50 | UNIT Each | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 2020 OPTION | SUPPLIES/SERVICES Concrete Side Walk | QUANTITY 1,000 | UNIT Linear Foot | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 2021 OPTION | SUPPLIES/SERVICES Mowing Light | QUANTITY 750 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 2022 OPTION | SUPPLIES/SERVICES Mulch, Straw | QUANTITY 25,000 | UNIT Square Yard | UNIT PRICE | \$ | AMOUNT |

Page 21 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 2023 5,000 Square Yard OPTION Mulch, Wood ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2024 5,000 Linear Foot OPTION Mulch, Fiber Mate ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE **QUANTITY AMOUNT** 2025 100 Acre OPTION Seeding Drill SUPPLIES/SERVICES UNIT PRICE ITEM NO **QUANTITY UNIT AMOUNT** 2026 200 Acre \$_ OPTION Seeding Broad Cast ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 2027 250 Acre OPTION Disking, Light ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT PRICE UNIT AMOUNT** 2028 300 Acre OPTION

Plowing or Rome Plow

| ITEM NO 2029 OPTION | SUPPLIES/SERVICES Planting, Row Crops | QUANTITY 300 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
|---------------------------|--|---------------------------------|-------------------------------|------------------|--------------|
| ITEM NO 2030 OPTION | SUPPLIES/SERVICES Fertilizer, 200 Units N, 100 | QUANTITY 250 Olbs P, 100K | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 2031 OPTION | SUPPLIES/SERVICES Cultipack Seed | QUANTITY 250 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 2032 OPTION | SUPPLIES/SERVICES Lime | QUANTITY 300 | UNIT Net Ton (2,000 LB) | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 2033 OPTION | SUPPLIES/SERVICES Compaction of stone | QUANTITY 20,000 | UNIT Square Yard | \$ UNIT PRICE | \$ AMOUNT |

12 10 07 B 000

| ITEM NO 2034 OPTION | SUPPLIES/SERVICES Concrete Headwall with w | QUANTITY 26 ings | UNIT Each | UNIT PRICE \$ | Page : | 23 of 101 AMOUNT |
|---------------------------|--|---------------------------------|-------------------------------------|--------------------------------|----------|---------------------|
| ITEM NO 2035 OPTION | SUPPLIES/SERVICES Road Sweeping ESTIMATED TOTAL FO | QUANTITY 528 OR SECOND OI | UNIT Linear Foot PTION CLI | UNIT PRICE \$ NS 2001 – 2035 | \$ \$ | AMOUNT |
| ITEM NO 3001 OPTION | SUPPLIES/SERVICES Excavating Using Track H | QUANTITY 500 oe | UNIT Cubic Yard | UNIT PRICE | _ \$ | AMOUNT |
| ITEM NO 3002 OPTION | SUPPLIES/SERVICES Pulling Stumps Using Hoe | QUANTITY 25 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 3003 OPTION | SUPPLIES/SERVICES Clearing and Grubbing | QUANTITY 10 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |

Page 24 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 10,000 3004 Square Yard OPTION **Grading Dirt Work** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3005 528 Linear Foot \$_ OPTION **Grading Road** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3006 50,000 Square Yard \$_ OPTION **Grading Rock** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3007 75,000 Square Yard OPTION Shaping Dozer SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** ITEM NO 3008 5,000 Square Yard \$

OPTION

Silt Fence Class III

Page 25 of 101 UNIT **UNIT PRICE** ITEM NO SUPPLIES/SERVICES **QUANTITY AMOUNT** 3009 25,000 Square Yard OPTION Geo Textile Fabric UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 3010 5,600 Net Ton (2,000 LB) \$_____ \$_____ OPTION Rip Rap 12" ITEM NO SUPPLIES/SERVICES UNIT UNIT PRICE **QUANTITY AMOUNT** 3011 4,000 Net Ton (2,000 LB) \$_____ \$____ OPTION Rock #2/#4 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3012 4,000 Net Ton (2,000 LB) \$_____ \$____ OPTION Rock #6/10 **QUANTITY UNIT PRICE** ITEM NO SUPPLIES/SERVICES UNIT **AMOUNT** 3013 1,200 Net Ton (2,000 LB) \$_____ \$____

OPTION

Rock Dense Grade

__.....

| ITEM NO 3014 OPTION | SUPPLIES/SERVICES Road Tile 24" | QUANTITY 500 | UNIT Linear Foot | UNIT PRICE \$ | Page 2 | 26 of 101 AMOUNT |
|---------------------------|---|--------------------|-------------------------------|---------------|--------|---------------------|
| ITEM NO 3015 OPTION | SUPPLIES/SERVICES Road Tile 36" | QUANTITY 750 | UNIT Linear Foot | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 3016 OPTION | SUPPLIES/SERVICES Road Tile 48" | QUANTITY 350 | UNIT Linear Foot | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 3017 OPTION | SUPPLIES/SERVICES Water Turn Out | QUANTITY 600 | UNIT Linear Foot | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 3018 OPTION | SUPPLIES/SERVICES Trucking Various Mat | QUANTITY 10,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE | _ \$ | AMOUNT |

Page 27 of 101 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO **AMOUNT** 3019 50 Each OPTION Head Wall Rip Rap ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 3020 1,000 Linear Foot \$_ OPTION Concrete Side Walk ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3021 750 Acre OPTION Mowing Light UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 3022 Square 25,000 \$____ Yard OPTION Mulch, Straw ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 3023 5,000 Square Yard \$_

OPTION

Mulch, Wood

| ITEM NO 3024 OPTION | SUPPLIES/SERVICES Mulch, Fiber Mate | QUANTITY 5,000 | UNIT Linear Foot | UNIT PRICE \$ | Page 28 | of 101 AMOUNT |
|---------------------------|--|-------------------|------------------------|------------------|---------|---------------|
| ITEM NO 3025 OPTION | SUPPLIES/SERVICES Seeding Drill | QUANTITY 100 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 3026 OPTION | SUPPLIES/SERVICES Seeding Broad Cast | QUANTITY 200 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 3027 OPTION | SUPPLIES/SERVICES Disking, Light | QUANTITY 250 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 3028 OPTION | SUPPLIES/SERVICES Plowing or Rome Plow | QUANTITY 300 | UNIT Acre | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 3029 OPTION | SUPPLIES/SERVICES Planting, Row Crops | QUANTITY 300 | UNIT Acre | UNIT PRICE \$ | _ \$ | AMOUNT |

| ITEM NO 3030 OPTION | SUPPLIES/SERVICES Fertilizer, 200 Units N, 100 | QUANTITY 250 O lbs P, 100K | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
|---------------------------|--|----------------------------------|-------------------------------|------------------|--------------|
| ITEM NO 3031 OPTION | SUPPLIES/SERVICES Cultipack Seed | QUANTITY 250 | UNIT Acre | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 3032 OPTION | SUPPLIES/SERVICES Lime | QUANTITY 300 | UNIT Net Ton (2,000 LB) | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 3033 OPTION | SUPPLIES/SERVICES Compaction of stone | QUANTITY 20,000 | UNIT Square Yard | \$ UNIT PRICE | \$ AMOUNT |
| ITEM NO 3034 OPTION | SUPPLIES/SERVICES Concrete Headwall with w | QUANTITY 26 ings | UNIT Each | \$ UNIT PRICE | \$ AMOUNT |

Page 30 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 3035 528 Linear Foot OPTION Road Sweeping ESTIMATED TOTAL FOR THIRD OPTION CLINS 3001 - 3035 ITEM NO SUPPLIES/SERVICES **UNIT PRICE AMOUNT QUANTITY UNIT** 4001 Cubic 500 Yard OPTION **Excavating Using Track Hoe** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 4002 25 \$_ Acre OPTION Pulling Stumps Using Hoe ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 4003 10 Acre OPTION Clearing and Grubbing SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** ITEM NO 4004 10,000 Square \$_ Yard

OPTION

Grading Dirt Work

Page 31 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 4005 528 Linear Foot OPTION Grading Road ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4006 50,000 Square Yard \$_ OPTION **Grading Rock** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4007 75,000 Square Yard \$____ OPTION Shaping Dozer ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4008 5,000 Square Yard OPTION Silt Fence Class III SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** ITEM NO 4009 25,000 Square Yard \$ OPTION Geo Textile Fabric

Page 32 of 101

| ITEM NO 4010 OPTION | SUPPLIES/SERVICES Rip Rap 12" | QUANTITY 5,600 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | \$ | AMOUNT |
|---------------------------|-------------------------------------|-------------------|-------------------------------|----------------|------|--------|
| ITEM NO 4011 OPTION | SUPPLIES/SERVICES Rock #2/#4 | QUANTITY 4,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE | _ \$ | AMOUNT |
| ITEM NO 4012 OPTION | SUPPLIES/SERVICES Rock #6/10 | QUANTITY 4,000 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | _ \$ | AMOUNT |
| ITEM NO 4013 OPTION | SUPPLIES/SERVICES Rock Dense Grade | QUANTITY 1,200 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | \$ | AMOUNT |
| ITEM NO 4014 OPTION | SUPPLIES/SERVICES Road Tile 24" | QUANTITY 500 | UNIT Linear Foot | UNIT PRICE | _ \$ | AMOUNT |

Page 33 of 101 ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE QUANTITY AMOUNT** 4015 750 Linear Foot OPTION Road Tile 36" ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4016 350 Linear Foot \$_ OPTION Road Tile 48" ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE AMOUNT QUANTITY** 4017 600 Linear Foot \$____ OPTION Water Turn Out ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4018 10,000 Net Ton (2,000 LB) \$_ OPTION Trucking Various Mat SUPPLIES/SERVICES **QUANTITY** ITEM NO **UNIT UNIT PRICE AMOUNT** 4019 50 Each

OPTION

Head Wall Rip Rap

Page 34 of 101 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 4020 1,000 Linear Foot OPTION Concrete Side Walk ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4021 750 Acre \$_ OPTION Mowing Light UNIT PRICE SUPPLIES/SERVICES UNIT **AMOUNT** ITEM NO **QUANTITY** 4022 25,000 Square Yard \$ OPTION Mulch, Straw ITEM NO **UNIT PRICE** SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 4023 5,000 Square Yard \$_ OPTION Mulch, Wood ITEM NO UNIT **UNIT PRICE** SUPPLIES/SERVICES **QUANTITY AMOUNT** 4024 5,000 Linear Foot

OPTION

Mulch, Fiber Mate

Page 35 of 101 SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE ITEM NO **AMOUNT** 4025 100 Acre OPTION Seeding Drill ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 4026 200 Acre OPTION Seeding Broad Cast ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 4027 250 Acre OPTION Disking, Light ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT** UNIT PRICE **AMOUNT** 4028 300 Acre OPTION Plowing or Rome Plow SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE ITEM NO **AMOUNT** 4029 300 Acre OPTION Planting, Row Crops ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 4030 250 Acre OPTION Fertilizer, 200 Units N, 100 lbs P, 100K

| ITEM NO 4031 OPTION | SUPPLIES/SERVICES Cultipack Seed | QUANTITY 250 | UNIT Acre | UNIT PRICE \$ | \$ AMOUNT |
|---------------------------|--|-------------------------|-------------------------------|------------------|--------------|
| ITEM NO 4032 OPTION | SUPPLIES/SERVICES Lime | QUANTITY 300 | UNIT Net Ton (2,000 LB) | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 4033 OPTION | SUPPLIES/SERVICES Compaction of stone | QUANTITY 20,000 | UNIT Square Yard | UNIT PRICE \$ | \$ AMOUNT |
| ITEM NO 4034 OPTION | SUPPLIES/SERVICES Concrete Headwall with w | QUANTITY 26 vings | UNIT Each | UNIT PRICE \$ | \$ AMOUNT |

| ITEM NO 4035 | SUPPLIES/SERVICES | QUANTITY 528 | UNIT Linear | UNIT PRICE | Page | 37 of 101 AMOUNT |
|-----------------|--|-----------------|----------------|--------------|------|---------------------|
| OPTION | Road Sweeping | | Foot | \$ | | |
| | RECAP | | | | | |
| | ESTIMATED TOTAL FOR BASE YEAR CLINS 0001 – 0035 ESTIMATED TOTAL FOR FIRST OPTION CLINS 1001 – 1035 | | | | \$ | |
| | | | | | \$ | |
| | ESTIMATED TOTAL FOR SECOND OPTION CLINS 2001 – 2035 | | | \$ | | |
| | ESTIMATED TOTAL F | OR THIRD OPT | TION CLINS | 3001-3035 | \$ | |
| | ESTIMATED TOTAL F | OR FOURTH O | PTION CLIN | NS 4001-4035 | \$ | |

EVALUATION FACTORS: Bidders must submit a price for all line items otherwise the bid may be considered non responsive and rejected.

AWARD OF CONTRACT: In keeping with the Contract Clauses 52.214-19, Contract Award – Sealed Bidding – Construction and 52.217-5, Evaluation of Options and other evaluation provisions listed herein, a single award will be made to that responsive, responsible bidder who submits the lowest bid price for all contract line items (Base Year and Option Period Line Items).

CREDIT CARD PAYMENT: The Government has the right to order and pay for work using Government Credit Card. For work paid for by credit card, the Contractor shall provide the Contracting Officer with an invoice and a credit card charge slip for services provided and supplies ordered.

CREDIT CARD PAYMENT: The Government has the right to order and pay for work under \$2,500.00.

CLAUSES INCORPORATED BY REFERENCE

| 52.204-6 | Data Universal Numbering System (DUNS) Number | OCT 2003 |
|-----------|--|----------|
| 52.211-2 | Availability of Specifications, Standards, and Data Item | JAN 2006 |
| | Descriptions Listed in the Acquisition Streamlining and | |
| | Standardization Information System (ASSIST) | |
| 52.214-3 | Amendments To Invitations For Bids | DEC 1989 |
| 52.214-4 | False Statements In Bids | APR 1984 |
| 52.214-5 | Submission Of Bids | MAR 1997 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.222-5 | Davis-Bacon ActSecondary Site of the Work | JUL 2005 |
| 52.225-12 | Notice of Buy American Act Requirement - Construction | JAN 2005 |
| | Materials Under Trade Agreements | |
| 52.232-13 | Notice Of Progress Payments | APR 1984 |

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52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provison)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price requirement contract resulting from this solicitation.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 18.2% | 6.9% |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

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be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ACA, DOC, Construction/Engineer Division, 2176 13 1/2 Street, Fort Campbell, Kentucky 42223-5334
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting:

Name: Elissa Jones or Angela Jacobs

Address: ACA, DOC BLDG. 2176, FORT CAMPBELL, KY 42223-5334

Telephone: 270-798-3120 OR 270-798-0380

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far, http://www.farsite.hillaf.mil, http://www.dtic.mil.dfas

(End of provision

252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC. 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Directorate of Contracting, ACA, Fort Campbell, Kentucky, Bldg 2176 13 1/2 Street, Fort Campbell, KY 42223-5334

(Insert complete address)

(End of Clause)

INSTRUCTIONS TO BIDDERS

INSTRUCTION TO BIDDERS

- a. **CONDITIONS AFFECTING THE WORK** Offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposals, the specifications or related documents.
- b. **OFFEROR'S QUALIFICATIONS** To establish its responsibility, the offeror may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.
- c. **OFFEROR'S ADDRESS** Prospective offerors should indicate in the proposal, the address to which payment and/or correspondence should be mailed, if such address is different from that shown for the offeror.
- d. MODIFICATIONS PRIOR TO DATE SET FOR OPENING PROPOSALS The right is reserved as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or

amendments to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for opening proposals.

- e. **UTILITIES** Utility services (reasonable amounts of water and electricity) required on the job site for accomplishment of the work will be furnished at not cost to the contractor; however, the Government will make no connections or alterations to the existing utility facilities for accomplishment of this work and any changes required by the contractor will be at his expense and at no additional cost to the Government. Utilities for office and/or storage buildings or areas will be billed to the contractor monthly and will not be furnished free of charge.
- f. **PROPOSAL MATERIAL** Specifications, drawings and proposal forms can be obtained at no cost from the Directorate of Contracting Home Page at www.campbell-doc.army.mil.

g. NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

- (1) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 767a(a)), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (2) To comply with this statue, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified below with the disposition determined in each case.
- (3) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible after release of this solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

ODS Identified Specification/Standard Disposition

None

- h. **NOTICE** The following bid information is applicable only if bid is **over one hundred thousand dollars (\$100,000):**
- (1) **BID BONDS:** This is applicable only if proposal is over one hundred thousand dollars (\$100,000). Each bidder shall submit with his proposal a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000) whichever is lesser. The bid bond penalty may be expressed in terms of a percentage or may be expressed in dollars and cents.
- (2) **PERFORMANCE BONDS:** Within ten (10) days after receipt of contract award to the offeror whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Performance bond (Standard Form 25). The penal sum of such bond shall equal one hundred percent (100%) of the contract price.
- (3) PERFORMANCE BONDS. The penal amount of the performance bond shall equal one hundred percent (100%) of the contract price.

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- (4) PAYMENT BONDS: Within ten (10) days after receipt of contract award to the Offerder whom award is made, one (1) bond, with good and sufficient surety or sureties acceptable to the Government, shall be furnished; namely a Payment Bond (Standard Form 25A). The penal amount of such bonds shall be one hundred percent (100%) of the contract price
- (5) The following information is applicable only if offer is between twenty-five thousand dollars (\$25,000.00) and one hundred thousand dollars (\$100,000.00). The following payment protections shall be submitted by the contractor:
 - a. A Payment Bond
 - b. An irrevocable letter of credit (ILC)
- (6) INDIVIDUAL SURETIES will not be accepted for construction contracts. Only bonds from corporation or financial institutions will be recognized as responsive to the submission for Offer bonds or performance and payment bonds. Prospective contractors whose Offers are accompanied by an Individual Surety will therefore be rejected as nonresponsive and not considered for award.

i. EXPLANATION OF PROVISION/CLAUSE NUMBERS UTILIZED IN THIS SOLICITATION:

- (1) When the seventh digit of the provision/clause number is a "0", this indicates a provision/clause from the Federal Acquisition Regulation (FAR), e.g., 52.0252-0007.
- (2) Where the seventh digit of a provision/clause number is a "7", this indicates a provision/clause from the Defense Acquisition Regulation Supplement (DFARS), e.g., 52.252-7007.
- (3) Where the seventh digit of a provision/clause number is a "9", this indicates a provision/clause from the Army Federal Acquisition Regulation Supplement (AFARS), e.g., 52.0252-9007.
- **NOTE:** A local Fort Campbell, KY provision/clause may be used where a provision/clause number has not been established by the FAR, DFARS or AFARS. A local provision/clause may also be used to update FAR, DFARS or AFARS provision/clauses for which changes have not been entered into the PD(2). Examples of provision/clause numbers above are for information only and do not reflect actual provision/clause numbers.

CLAUSES INCORPORATED BY FULL TEXT

| 52.204-8 ANNUAL REPRESENTATIONS AND C | ERTIFICATIONS (JAN 2006) |
|---|---|
| (a)(1) The North American Industry Classification Sys [238910]. | stem (NAICS) code for this acquisition is |
| (2) The small business size standard is [\$] | 3 Million]. |
| (3) The small business size standard for a concern which construction or service contract, but which proposes to employees. | ch submits an offer in its own name, other than on a furnish a product which it did not itself manufacture, is 500 |
| (b)(1) If the clause at 52.204-7, Central Contractor Reprovision applies. | gistration, is included in this solicitation, paragraph (c) of this |
| has completed the ORCA electronically, the offeror m | citation, and the offeror is currently registered in CCR, and ay choose to use paragraph (b) of this provision instead of ns and certifications in the solicitation. The offeror shall following boxes: |
| () Paragraph (c) applies. | |
| () Paragraph (c) does not apply and the offeror has a the solicitation. | completed the individual representations and certifications in |
| database information, the offeror verifies by submission currently posted electronically have been entered or up complete, and applicable to this solicitation (including referenced for this solicitation), as of the date of this of 4.1201); except for the changes identified below [offered] | A) website at http://orca.bpn.gov. After reviewing the ORCA on of the offer that the representations and certifications odated within the last 12 months, are current, accurate, the business size standard applicable to the NAICS code ffer and are incorporated in this offer by reference (see FAR ror to insert changes, identifying change by clause number, rtification(s) are also incorporated in this offer and are |
| FAR Clause Title Date Change | |
| | |
| Any changes provided by the offeror are applicable to representations and certifications posted on ORCA. | this solicitation only, and do not result in an update to the |

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

| 52 202 1 | Definitions | JUL 2004 |
|-----------|--|----------|
| 52.202-1 | Gratuities | |
| 52.203-3 | | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees Restrictions On Subcontractor Sales To The Government | APR 1984 |
| 52.203-6 | Anti-Kickback Procedures | SEP 2006 |
| 52.203-7 | | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-10 | Limitation On Payments To Influence Certain Federal | SEP 2005 |
| 32.203 12 | Transactions | DL1 2003 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | JUL 2006 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting | SEP 2006 |
| | With Contractors Debarred, Suspended, or Proposed for | |
| | Debarment | |
| 52.214-26 | Audit and RecordsSealed Bidding | OCT 1997 |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data - | OCT 1997 |
| | Modifications - Sealed Bidding | |
| 52.214-28 | Subcontracting Cost Or Pricing DataModificationsSealed | OCT 1997 |
| | Bidding | |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime | JUL 2005 |
| | Compensation | |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for | FEB 1999 |
| | Construction | |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans | SEP 2006 |
| | of the Vietnam Era, and Other Eligible Veterans | |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.225-9 | Buy American ActConstruction Materials | JAN 2005 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2006 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned | JUN 2000 |
| 50 007 1 | Economic Enterprises | HH 1005 |
| 52.227-1 | Authorization and Consent | JUL 1995 |

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| 52.227-2 | Notice And Assistance Regarding Patent And Copyright | AUG 1996 |
|-----------------|---|-----------|
| 52.227-4 | Infringement Patent Indemnity-Construction Contracts | APR 1984 |
| 52.228-1 | Bid Guarantee | SEP 1996 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-12 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment BondsConstruction | NOV 2006 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | SEP 2005 |
| 52.232-33 | Payment by Electronic Funds TransferCentral Contractor | OCT 2003 |
| 02.202 00 | Registration Communication Registration | 201200 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, | APR 1984 |
| | Utilities, and Improvements | |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-16 | Quantity Surveys | APR 1984 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - | APR 1984 |
| | Alternate I | |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Items | MAR 2007 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed- | SEP 1996 |
| | Price) (May 2004) - Alternate I | |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies | -DEC 2004 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | REQUIRED CENTRAL CONTRACT REGISTRATION | JUL 1999 |
| | | |

| 252.205-7000 Provision Of Information To Cooperative Agreement Holders DEC 1991 | | | |
|---|--|-----------|--|
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled ByDEC 2006 | | |
| 232.207-7004 | The Government of a Terrorist Country | yDLC 2000 | |
| 252.223-7006 | · · · · · · · · · · · · · · · · · · · | ADD 1002 | |
| 232.223-7000 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 | |
| 252 225 7000 | | HDI 2007 | |
| 252.225-7000 | Buy American ActBalance Of Payments Program | JUN 2005 | |
| | Certificate | | |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | JUN 2005 | |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 | |
| 252.225-7012 | Preference For Certain Domestic Commodities | JAN 2007 | |
| 252.225-7031 | Secondary Arab Boycott Of Israel | JUN 2005 | |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned | SEP 2004 | |
| | Economic Enterprises, and Native Hawaiian Small Business | | |
| | Concerns | | |
| 252.228-7004 | Bonds Or Other Security | DEC 1991 | |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 | |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 | |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 | |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 | |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 | |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial | JAN 2007 | |
| | Components (DoD Contracts) | | |

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **.

* The time stated for completion shall include final cleanup of the premises.

** Contracting Officer shall complete work of up to \$50,000 in 30 calendar days. Work of Between \$50,000 and \$100,000 in 60 calendar days. Work Over \$100,000 in 90 calendar days.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$204.78 for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **to **.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$100,000
- (2) Any order for a combination of items in excess of \$100,000 or
- (3) A series of orders from the same ordering office within 10days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in

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accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date cited on delivery orders issues and accepted by the contractor.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond $\frac{30 \text{ September } 2007}{1000}$. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the

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Government for any payment may arise for performance under this contract beyond <u>30 September 2007</u>, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.farsite.hillaf.mil, http://www.dtic.mil.dfas (End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

- (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees that--
- (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
- (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--
- (1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.
- (2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] . Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

- (a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.
- (b) The price breakdown --
- (1) Must include sufficient detail to permit an analysis of profit, and of all costs for --
- (i) Material;
- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and
- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title: Erosion Control Site Work at Various Sites, Fort Campbell, Kentucky

File: PWBC-ENV

Drawing No: (Drawing will be provided with Individual Delivery Order)

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

- (a) Definitions. As used in this clause --
- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international

waters.

- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

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|--|----------------------|
| (1) Type, weight, and cube of cargo; | |
| (2) Required shipping date; | |
| (3) Special handling and discharge requirements; | |
| (4) Loading and discharge points; | |
| (5) Name of shipper and consignee; | |
| (6) Prime contract number; and | |
| (7) A documented description of efforts made to secure U.Sflag vessels, including points of contand telephone numbers) with at least two U.Sflag carriers contacted. Copies of telephone notes, facsimile message or letters will be sufficient for this purpose. | |
| (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Co and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocea which shall contain the following information: | 400 Seventh |
| (1) Prime contract number; | |
| (2) Name of vessel; | |
| (3) Vessel flag of registry; | |
| (4) Date of loading; | |
| (5) Port of loading; | |
| (6) Port of final discharge; | |
| (7) Description of commodity; | |
| (8) Gross weight in pounds and cubic feet if available; | |
| (9) Total ocean freight in U.S. dollars; and | |
| (10) Name of the steamship company. | |
| (f) The Contractor shall provide with its final invoice under this contract a representation that to the knowledge and belief | e best of its |
| (1) No ocean transportation was used in the performance of this contract; | |
| (2) Ocean transportation was used and only U.Sflag vessels were used for all ocean shipments un | der the contract; |
| (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting C U.Sflag ocean transportation; or | Officer for all non- |
| (4) Ocean transportation was used and some or all of the shipments were made on non-U.Sflag veritten consent of the Contracting Officer. The Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe these shipments in the formula of the Contractor shall describe the contractor shall desc | |

QUANTITY ITEM CONTRACT

| DESCRIPTION | LINE ITEMS | |
|-------------|------------|--|
| | | |
| | | |
| TOTAL | | |

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --
- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for-
- (i) Noncommercial items; or
- (ii) Commercial items that--
- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

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(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL PROVISIONS

SECTION 00800 SPECIAL CONTRACT REQUIREMENTS SPECIAL PROVISIONS

SP 1. WORK HOURS.

a. Normal work hours are from 7:30 A.M. through 4:00 P.M., Monday through Friday. contractors will not be permitted to work after normal work hours or on Saturday, Sunday or legal holidays unless authorized by the Contracting Officer. However, Saturday, Sunday and legal holidays and any work after normal workhours are included in computation of performance time.

| New Year's Day | Labor Day |
|-----------------------------------|------------------|
| Martin Luther King, Jr's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

- b. When one of the above designated legal holidays falls on Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government agencies.
- **SP 2. FIRE PREVENTION.** The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association and other recognized fire prevention agencies and post regulations.
- **SP 3. PREPARATION OF PROGRESS SCHEDULES AND REPORTS.** The report contemplated by the clause entitled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to FORSCOM Form 59-R, "Contract Progress Report", original and two copies. Progress reports shall be submitted weekly.
- **SP 4. CONTRACT PROGRESS REPORTS.** The contractor and the Public Works Business Center Inspector assigned to the project shall submit a separate FORSCOM Form 59-1-R, "Contract Progress Report", complete, signed and dated to the Contracting Officer. These reports will be reviewed by the Contracting Officer and action taken to resolve any variances in the two (2) reports. The contractor shall also submit an original to the Contracting Officer's Representative accompanies by a brief narrative report of work accomplished.

SP 5. TRANSMITTAL OR SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS.

- a. All materials and equipment for which approval is required by the provisions, as contemplated by the "Materials and Workmanship" clause herein, shall be submitted by the Contractor within 10 days after receipt of Notice to Proceed and approval obtained prior to the Contractor incorporating said materials and articles in the work. Other submittals shall be submitted by the Contractor 10 days prior to beneficial use or final acceptance, whichever occurs first.
- b. All data submittals required by this contract shall be submitted by the Contractor by means of Corps of Engineers Form ENG-4025R, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications". Unless specified elsewhere, all data submittals shall be in four (4) copies.
- **SP 6. REQUIRED MATERIAL SUBMITTALS.** Pursuant to Paragraph #5, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certification", the following paragraphs of the provisions require Contracting Officer's approval of materials the Contractor contemplates incorporating in the work. All

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materials installed or sued without required approval shall be at the risk of subsequent rejection and tearout. (See Contract Clause entitled "Material and Workmanship" (APR 1984)(FAR 52.236-5)).

TECHNICAL PROVISION DESCRIPTION DESCRIPTION

& PARAGRAPH NUMBER

TECHNICAL PROVISIONS

SECTION 010000

Paragraph 3.4.3 Spill Plan

Paragraph 4 Quality Control Plan

SECTION 02272 - NONWOVEN

GEOTEXTILE

Paragraph 1.2.1 Manual

SP 7. SCHEDULE OF INSURANCE.

a. The Contract shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required below:

Workmen's Compensation and Employer's Liability \$100,000.00

Insurance

General Liability Insurance for Bodily Injury Liability

Minimum Per Occurrence \$500,000.00

Automobile Liability Insurance:

Minimum Per Person\$200,000.00Minimum Per Occurrence for Bodily Injury\$500,000.00Minimum Per Occurrence for Property\$ 20,000.00

Damage

- b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed or prescribed and (2) until 30 days after the insurer or the Contracting gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of the clause, entitled "Insurance Work on a Government Installation (FAR 52.228-05)," in subcontracts under this contract that require work on a Government installation and shall required subcontractors to provide and maintain the insurance required above.
- **SP 8. ALTERNATIVE DISPUTE RESOLUTION (ADR).** "In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR, Pub. L. 101-552, the Contracting Officer will try to resolve all posts award acquisition issues in controversy by mutual agreement of the parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act."

Page 59 of 101

- **SP 9. EXCAVATION AND UTILITY CLEARANCE.** The Public Works Business Center shall obtain, and ensure that the contractor is provided with necessary excavation and utility clearances. The contractor shall request such clearances in writing to the contracting office not less than ten (10) calendar days prior to the date which he anticipates commencement of work. It shall be the contractor's responsibility to pick up such clearances at the Public Works Business Center, Contract Management Branch, Building 846, Fort Campbell, KY. The contractor will not proceed with excavation of any kind until he has accomplished the following:
- a. Obtained required clearance. Clearances will be valid for 140 days from date of issue of delivery orders or as otherwise directed by the issuing authority.
 - b. Obtained drawing(s) showing all utilities within the proposed work area(s).
 - c. Obtained approval of completed staking in the field by the Engineers for the work area affected.

WAGE DETERMINATION

General Decision Number: KY070025 06/01/2007 KY25

Superseded General Decision Number: KY20030025

State: Kentucky

Construction Types: Heavy and Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

Heavy and Highway Construction Projects

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 02/09/2007 |
| 1 | 02/16/2007 |
| 2 | 03/09/2007 |
| 3 | 05/04/2007 |
| 4 | 06/01/2007 |

BRIN0004-002 04/01/2007

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| Bricklayer | \$ 25.90 | 10.70 |
| BRTN0004-005 05/01/2005 | | |

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG & WARREN COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| Bricklayer | \$ 25.10 | 1.60 |
| CARP0357-002 07/01/2006 | | |

Rates Fringes

8.97

| Diver | .\$ 35.78 | 8.97 8.97 |
|---|------------------|------------------|
| CARP1031-007 07/01/2006 | | |
| ALLEN, BUTLER, EDMONSON, LOGAN, S | SIMPSON & WARREN | COUNTIES: |
| | Rates | Fringes |
| Millwright | | 13.52 |
| CARP1080-005 06/01/2006 | | |
| BALLARD, CALDWELL, CALLOWAY, CARI FULTON, GRAVES, HICKMAN, HOPKINS, MCCRACKEN, TODD & TRIGG COUNTIES: | , LIVINGSTON, LY | |
| | Rates | Fringes |
| Millwright | .\$ 21.75 | 12.68 |
| CARP1080-007 06/01/2006 | | |
| DAVIESS, HANCOCK, HENDERSON, MCLE WEBSTER COUNTIES: | EAN, MUHLENBERG, | OHIO, UNION & |
| | Rates | Fringes |
| Millwright | .\$ 21.83 | 12.75 |
| ELEC0369-006 05/31/2006 | | |
| BUTLER, EDMONSON, LOGAN, TODD & V | WARREN COUNTIES: | |
| | Rates | Fringes |
| Electrician | | 23.5%+4.55 |
| ELEC0429-001 01/01/1998 | | |
| ALLEN & SIMPSON COUNTIES: | | |
| | Rates | Fringes |
| Electrician | .\$ 15.85 | 4.115 |
| ELEC0816-002 06/01/2006 | | |
| BALLARD, CALDWELL, CALLOWAY, CARI FULTON (Except a 5 mile radius of HICKMAN, LIVINGSTON, LYON, MARSHA | City Hall in F | Tulton), GRAVES, |

Rates Fringes

Carpenter.....\$ 23.60

Electrician

Page 62 of 101

| Electrician | \$ 26.32 | 24%+5.15 |
|---------------|----------|----------|
| Cable Splicer | \$ 26.57 | 24%+5.15 |

ELEC1701-003 06/01/2006

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

| | Rates | Fringes |
|--|---------------|-------------------------|
| Electrician Electrician Heilarc Welding; Cable | \$ 25.12 | 26.125%+5.35 |
| Splicing | \$ 25.37 | 26.125%+5.35 |
| ELEC1925-002 06/01/2004 | | |
| FULTON COUNTY (Up to a 5 mile ra | adius of City | Hall in Fulton): |
| | Rates | Fringes |
| Cable splicer | | 9.99 9.99 |
| ENGI0181-017 01/01/2007 | | |
| | Rates | Fringes |
| Power Equipment Operator GROUP 1 | \$ 20.53 | 11.90 11.90 11.90 |

11.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 4.....\$ 20.91

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling equals or exceeds 150 ft. - \$1.00 above Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0070-005 06/01/2006

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);

EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden):

Rates Fringes

Ironworkers:

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors.....\$ 23.49

IRON0103-004 08/01/2005

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);

MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir);

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES:

| | Rates | Fringes | |
|-------------------------|----------|---------|----------|
| Ironworkers: | \$ 23.50 | 12.475 | |
| IRON0492-003 05/01/2005 | | | - |

BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood);

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES:

| | Rates | Fringes | |
|-------------------------|----------|---------|---|
| Ironworkers: | \$ 19.58 | 8.57 | |
| IRON0782-006 01/01/2007 | | | _ |

CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,

Sheridan & Told);

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers: | | |
| Projects with a total contract cost of | | |
| \$20,000,000.00 or above | \$ 23.50 | 13.55 |
| All Other Work | \$ 22.20 | 12.49 |
| LABO0189-005 07/01/2006 | | |

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

| | I | Rates | Fringes |
|-----------|-----|-------|---------|
| Laborers: | | | |
| GROUP | 1\$ | 18.40 | 9.21 |
| GROUP | 2\$ | 18.65 | 9.21 |
| GROUP | 3\$ | 18.70 | 9.21 |
| GROUP | 4\$ | 19.30 | 9.21 |

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-006 07/01/2006

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

| | F | Rates | Fringes |
|-----------|-----|-------|---------|
| Laborers: | | | |
| GROUP | 1\$ | 19.18 | 8.43 |
| GROUP | 2\$ | 19.43 | 8.43 |
| GROUP | 3\$ | 19.48 | 8.43 |
| GROUP | 4\$ | 20.08 | 8.43 |

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface
Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal

Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-007 07/01/2006

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

| | F | Rates | Fringes |
|-----------|-----|-------|---------|
| | | | |
| Laborers: | | | |
| GROUP | 1\$ | 19.56 | 8.05 |
| GROUP | 2\$ | 19.81 | 8.05 |
| GROUP | 3\$ | 19.86 | 8.05 |
| GROUP | 4\$ | 20.08 | 8.05 |

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Blaster; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized ______

* PAIN0032-002 05/01/2007

BALLARD COUNTY:

| Pa | | | |
|----|--|--|--|
| | | | |
| | | | |

Bridges & Dams.......\$ 28.11 10.68 All Other Work......\$ 23.81 10.68

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 05/01/2006

EDMONSON COUNTY:

| | Rates | Fringes | |
|---|----------|---------|--|
| Painters: | | | |
| Brush & Roller Spray, Sandblast, Power | \$ 17.37 | 8.32 | |
| Tools, Waterblast & Steam | | | |
| Cleaning | \$ 17.87 | 8.32 | |
| | | | |

PAIN0156-006 04/01/2006

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

| I | Rates | Fringes |
|------------------------|-------|---------|
| | | |
| Painters: | | |
| BRIDGES, LOCKS & DAMS: | | |
| GROUP 1\$ | 24.00 | 9.48 |
| GROUP 2\$ | 24.25 | 9.48 |
| GROUP 3\$ | 25.00 | 9.48 |
| GROUP 4\$ | 26.00 | 9.48 |
| ALL OTHER WORK: | | |
| GROUP 1\$ | 22.85 | 9.48 |
| GROUP 2\$ | 23.10 | 9.48 |
| GROUP 3\$ | 23.85 | 9.48 |
| GROUP 4\$ | 24.85 | 9.48 |

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast; Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal
Tar Epoxy

PAIN0456-003 05/01/2006

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN COUNTIES:

Rates Fringes

| _ | | | | |
|----|--|--|--|--|
| Pε | | | | |
| | | | | |

BRIDGES, LOCKS & DAMS

Brush & Roller.......\$ 21.03 6.80 BRIDGES, LOCKS & DAMS

Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning......\$ 22.03 6.80 ALL OTHER WORK

Brush & Roller.......\$ 17.03 6.80 ALL OTHER WORK

Spray; Sandblast; Power

Tools; Waterblast & Steam

Cleaning.....\$ 18.03 6.80

ALL OTHER WORK - HIGH TIME PAY
Over 35 feet (up to 100 feet) - \$1 (

Over 35 feet (up to 100 feet) - \$1.00 above base wage 100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY PAINTER OR NOZZLE OPERATOR

PAIN0500-002 05/01/2006

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

| | Rates | Fringes | |
|--|---------|--------------|--|
| Painters: | Ċ 24 00 | 0.20 | |
| Bridges & DamsAll Other Work | | 8.30 8.30 | |
| Waterblasting units with 3500 PSI and above - \$.50 premium | | | |
| Spraypainting and all abrasive Work 40 ft. and above ground le | | _ | |

DI IIMO 1 0 4 0 0 2 0 7 / 0 1 / 200 6

PLUM0184-002 07/01/2006

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

| | Rates | Fringes |
|-------------------------|-----------|---------|
| Plumber; Steamfitter | .\$ 26.33 | 12.05 |
| PLUM0502-004 08/01/2006 | | |

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

Rates Fringes

Plumber; Steamfitter......\$ 27.20 12.47

PLUM0633-002 07/01/2006

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

| | Rates | Fringes |
|--|--|--|
| Plumber/Pipefitter | | 11.15 |
| TEAM0089-003 03/31/2005 | | |
| | Rates | Fringes |
| Truck drivers: ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES: Group 1 | \$ 17.87 \$ 17.94 \$ 17.95 | 10.84 10.84 10.84 10.84 10.84 |
| MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES: Group 1 | \$ 24.12 \$ 24.19 \$ 24.20 \$ 19.23 \$ 19.46 \$ 19.53 | 4.15 4.15 4.15 4.15 9.20 9.20 9.20 9.20 9.20 |

TRUCK DRIVER CLASSIFICATIONS FOR ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport

building materials; Driver on Pavement Breaker

GROUP 5 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, TODD & TRIGG COUNTIES

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

TRUCK DRIVER CLASSIFICATIONS FOR DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

General Decision Number: TN070004 03/30/2007 TN4

Superseded General Decision Number: TN20030004

State: Tennessee

Construction Type: Heavy

Counties: Anderson, Blount, Carter, Cheatham, Davidson, Dickson, Fayette, Hamilton, Hawkins, Knox, Loudon, Madison, Marion, Montgomery, Robertson, Rutherford, Sevier, Shelby, Sullivan, Sumner, Tipton, Unicoi, Union, Washington, Williamson and Wilson Counties in Tennessee.

HEAVY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 02/09/2007 1 03/30/2007

* BOIL0453-003 01/01/2007

| | Rates | Fringes |
|-------------------------|-----------|---------|
| BOILERMAKER | .\$ 25.13 | 13.72 |
| CARP0074-002 05/01/2004 | | |

HAMILTON COUNTY

| | Rates | Fringes |
|---------------------------------|----------|---------|
| Carpenter (Including Form Work) | \$ 18.31 | 5.10 |
| CARP0223-001 05/01/2004 | | |

CHEATHAM, DAVIDSON, DICKSON, MONTGOMERY, ROBERTSON, RUTHERFORD, SUMNER, WILLIAMSON, AND WILSON COUNTIES

| | Rates | Fringes |
|---------------------------------|----------|---------|
| Carpenter (Including Form Work) | \$ 18.36 | 6.80 |
| ELEC0175-003 06/01/2005 | | |
| HAMILTON COUNTY | | |

| | Rates | Fringes |
|-------------|----------|---------|
| Electrician | \$ 25.30 | 7.55 |
| | | |

ELEC0175-005 12/01/2003

EXCEPT: SHELBY COUNTY

| | Rates | Fringes |
|---|--------------|--------------------------|
| Linemen | \$ 22.05 | 2.45+14.5% |
| ELEC0429-005 09/01/2003 | | |
| Davidson | | |
| | Rates | Fringes |
| Electrician | \$ 21.60 | 6.63 |
| ELEC0474-005 08/01/2003 | | |
| SHELBY COUNTY | | |
| | Rates | Fringes |
| Linemen | .\$ 22.15 | 8.49 |
| ELEC0760-002 06/04/2006 | | |
| ANDERSON (EXCLUDING OAKRIDGE CITSEVIER AND UNION COUNTY | TY), BLOUNT, | KNOX, LOUDON, |
| | Rates | Fringes |
| Cable splicer | .\$ 21.39 | 1.25%+7.71 1.25%+7.71 |
| ELEC0934-001 06/01/2006 | | |
| CARTER, HAWKINS, SULLIVAN, UNICO | DI AND WASHI | NGTON COUNTIES |
| | Rates | Fringes |
| Electricians: Electrical contracts \$1,000,000 and over Electrical contracts less than \$1,000,000 | | 3.90+19% |
| ENGI0369-003 07/01/2005 | | |
| CHEATHAM, DAVIDSON, DICKSON, FAYETTE, MADISON, MONTGOMERY, ROBERTSON, RUTHERFORD, SHELBY, STEWART, SUMNER, TIPTON, WILLIAMSON AND WILSON COUNTIES | | |
| | Rates | Fringes |
| Power Equipment Operator Bulldozer Operator, Hydraulic Crane Operator, and Dump Truck Operator | \$ 20.57 | 7.60 |
| | | |

ENGI0917-006 05/01/2006

ANDERSON, BLOUNT, CARTER, HAMILTON, HAWKINS, KNOX, LOUDON, MARION, SEVIER, SULLIVAN, UNICOI, UNION AND WASHINGTON COUNTIES

| | Rates | Fringes |
|---|---------------------------------|--------------|
| Power equipment operators: Bulldozer Operator and Dump Truck Operator Hydraulic Crane Operator | | 8.20 8.20 |
| SUTN2003-010 09/10/2003 | | |
| | Rates | Fringes |
| Cement Mason/Concrete Finisher | \$ 10.00 | |
| Laborer, Unskilled | \$ 10.14 | |
| Operating Engineer Backhoe Excavator Farm Tractor Grader Loader | \$ 12.50 \$ 9.50 \$ 14.00 | 1.46 |
| Pipelayer | \$ 10.93 | |
| Truck Driver | • | 1.21 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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END OF GENERAL DECISION

SPECIFICATIONS

SECTION 01000 TECHNICAL PROVISIONS REQUIREMENT CONTRACT FOR EROSION CONTROL AND SITE WORK AT VARIOUS LOCATIONS, FORT CAMPBELL, KENTUCKY

- 1 **SCOPE**: The work covered by these specifications consists of furnishing all labor, equipment, and materials for performing all operations in connection with repairs to designated sections of erosion damages of the TRAINING AREA. The areas to be repaired are physically located in both the States of Tennessee and Kentucky. All work will be in strict accordance with these specifications and special conditions which are subject to the terms and conditions of this contract.
- 2 **WORK TO BE DONE:** The attached file details the sections of TRAINING AREAS and dimensions. The Work to be done is as hereinafter specified:
- 2.1 **Surface Preparation.** The designated sites shall have all woody vegetation removed and and smoothed to provide a slope of 2:1 or greater to facilitate water runoff. After removal all disturbed areas shall be worked with dozer tracks to promote seed retention and growth.
- 2.2 **Tiles.** Each tile location along the road shall have riprap placed above and below the tile to protect the inlets for water. Riprap should comply with the Section 1308 of this specification.
- 2.3 **Install Geotextile.** Geotextile Fabric. See Section 2272 for Technical Provisions concerning use of Geotextile Fabric.
- 2.4 **Riprap.** The riprap shall be carefully placed on the geotextile liner in such a manner that adjacent stones are in close contact and, in general, have their greatest dimensions across the slope. Rearranging of individual stones by mechanical equipment will be permitted to the extent necessary to obtain a reasonably well-graded distribution of stone sizes as specified above. The riprap will extend beyond the geotextile and lay on unprepared soil where the eroded area is wider than the geotextile. The riprap will extend up to the top of the slopes at those locations indicated on the drawings.
- 2.5 **Grading and Grass.** The areas disturbed along the road shoulders will be graded to a smooth contour and grassed as specified in Section 02935.
- 2.6 **Location.** The areas to be repaired can be located using the UTM coordinated as obtained from the "Fort Campbell Military Installation Map." It is the contractor's responsibility to verify the location of the area to be repaired using the UTM coordinates.
- 2.7 **Line Item Descriptions:** The contractor shall provide a labor, supplies/materials and necessary equipment to perform Erosion Control and Site work as required by the Government, as stated herein Fort Campbell, Kentucky. The work to be performed is described below: Line items correspond to the Line items on the bid schedule.

- 2.7.1 Line Item 0001: Excavating using Track Hoe. No minimum size required. Item is to use a track hoe to excavate 500 cubic yards of soil. Soil may be placed on site or loaded on to trucks removal from the site. Additional line items shall be awarded to haul materials.
- 2.7.2 Line Item 0002: Pulling stumps with Track Hoe. No minimum required as to weight an size but recommend a 125 to 150 horsepower track hoe or D6 equivalent dozer to move material on site. Site is to be left graded and shaped and stumps shall be consolidated into windrows.
- 2.7.3 Line Item 0003: Clearing and Grubbing of sites prior to construction. Most trees shall be 15" or less DBH. An occasional large tree may be removed but will not be the norm.
- 2.7.4 Line Item 0004: Grading of Dirt. Line item is for grading dirt to establish final grade for seeding, placing of riprap, rock etc.
- 2.7.5 Line Item 0005: Grading, Roads. Item requires the use of grader to shape and cut gravel roads to remove potholes, smooth gravel and establish grade. Usually requires 3 passes to cut road and feather out gravel. Road width is estimated and 24 ft.
- 2.7.6 Line Item 0006: Grading Rock. Item requires the use of grader or dozer to move rock around on construction site.
- 2.7.7 Line Item 0007: Shaping, Dozer. Use of a dozer of various sizes to shape dirt on construction site. Item assumes that a cut of 1 ft per square yard of material. Depths greater than 1 foot will require more yardages. A 3 ft cut shall equal the Sq Yd X 3 to equal total yardage.
- 2.7.8 Line Item 0008: Silt Fence, Class III Installed. Requires silt fence to have steel poles and wire backing to support fence. Fence shall be properly installed by laying approximately 6" in a trench and backfilling with soil to firmly anchor the fencing.
- 2.7.9 Line Item 0009: Geo Textile Fabric. Shall be according to manufacturers specifications and shall be purchased by the square yard. Width shall vary.
- 2.7.10 Line Item 0010: Riprap shall be 12" to 8" in size. Riprap shall be placed using track hoe or other device. May include digging in check dams or toe in along roads.
- 2.7.11 Line Item 0011: Rock #2 or #4 Kentucky Standard. Shall be placed on ground and compacted.
- 2.7.12 Line Item 0012: Rock, 6, 10 Kentucky Standard. Shall be placed on ground and compacted.
- 2.7.13 Line Item 0013: Rock, Dense Grade. Shall be placed on ground and compacted.
- 2.7.14 Line Item 0014: Road Tile, Installed, 24" Tile shall be corrugated galvanized steel pipe, and depending on the length it may require bands. Item includes the removal of existing pipe as appropriate and installation of new pipe.
- 2.7.15 Line Item 0015: Road Tile, Installed, 36" Tile shall be corrugated galvanized steel pipe, and depending on the length it may require bands. Item includes the removal of existing pipe as appropriate and installation of new pipe.
- 2.7.16 Line Item 0016: Road Tile, Installed, 48" Tile shall be corrugated galvanized steel pipe, and depending on the length it may require bands. Item includes the removal of existing pipe as appropriate and installation of new pipe.

- 2.7.17 Line Item 0017: Water Turn Out. Turn out will start at approximately 12" to 18" of depth and run out to 0 elevation. Turn outs shall be identified prior to work start and shall be priced per linear foot. Therefore, a turn out 50 ft long will start at approximately 18" and run across slope to a elevation of 0.
- 2.7.18 Line Item 0018: Trucking, Various Materials. Item includes the loading and hauling of various materials (mulch, soil, rock, debris, etc) within 15 miles of site. Ton price includes round trip.
- 2.7.19 Line Item 0019: Head Wall, Rip Rap, Construction of Headwall shall be with riprap and shall include a 10 foot outflow no more than 10 ft wide or high. The wings shall not exceed 12 feet in width on either side of the culvert.
- 2.7.20 Line Item 0020: Concrete Side Walk. Concrete side walk shall be 4 ft in width per linear foot with a depth of 4". Concrete shall be 3,000 PSI and be finished with a broom texture. Topsoil shall be excavated down approximately 4 inches to removed sod and provide for a clean surface for concrete. Debris removal shall be an additional line item if it cannot be placed on site.
- 2.7.21 Line Item 0021: Work consists of mowing prepared areas along roads and open fields. Recommend 50 HP tractor and 7 ft or bigger bush hog.
- 2.7.22 Line Item 0022: Blown or hand spread to sufficiently cover the ground so no visible bare spots bigger than 6" square are visible.
- 2.7.23 Line Item 0023: Blown or hand spread to a depth of 2".
- 2.7.24 Line Item 0024: Mat shall be straw matting with a biodegradable weave 1 layer thick. Mat shall be staked down per manufacture specifications.
- 2.7.25 Line Item 0025: Grass Seeding on construction sites. Seed shall be provided by the government. Can include fluffy warm season grass seed which requires a special drill.
- 2.7.26 Line Item 0026: Grass Seeding on construction sites. Seed shall be provided by the government.
- 2.7.27 Line Item 0027: Disking required to prepare seed beds for plantings on construction sites.
- 2.7.28 Line Item 0028: Disking required to prepare seed beds for plantings. Shall require the movement of equipment over the entire installation.
- 2.7.29 Line Item 0029: Planting of millet, sunflowers, soybeans, corn or other row crops to support wildlife food plots around installation. Shall require the movement of equipment over the entire installation.
- 2.7.30 Line Item 0030: Fertilizer. 100 units of nitrogen, 100 lbs of Phosphorus, 100 lbs of K per acre. Fertilizer shall be broad cast spread.
- 2.7.31 Line Item 0031: Cultipacking Broad cast seed. Cultipack broad cast seed after preparation of seed bead and sowing of seed.
- 2.7.32 Line Item 0032: Lime. Agricultural Lime. Includes hauling and spreading lime on fields and construction sites
- 2.7.33 Line Item0033: Compaction of stone using vibratory roller. Item requires the compaction of crushed aggregate on roads to provide a solid base.
- 2.7.34 Line Item 0034: Concrete Head wall with up to 12' wings. Concrete head wall may be poured or precast to fit the tile pipe. Wings may extend to 12 'feet on either side of tile.

2.7.35 Line Item 0035: Road Sweeping. Use of either self propelled or tractor mounted sweeper to clean roads of debris after construction work is completed.

3 SPECIAL CONDITIONS

- 3.1 The Contractor is responsible for knowledge of and compliance with all environmental laws, regulations, and programs of this installation, as well as the County, State and federal agencies that relate to or may have jurisdiction over the work performed under this contract. This includes, but is not limited to compliance with applicable standards for the prevention, control and abatement of environmental pollution in full cooperation with the Installation and federal. State and local Governments.
- 3.1.1 Penalty charges resulting from citations against Department of Defense, Department of the Army or Fort Campbell, Kentucky or its agents, officers or employees due to the Contractor's failure to comply with environmental laws, regulations and programs, that relate to or may arise under the performance of this contract may be deducted or offset by the Government from any monies due the Contractor. With respect to such citations, the Contractor will further take any corrective or remedial actions directed by such agencies.
- 3.2 The Contractor's warranty shall last 90 days, unless otherwise noted, from the date of acceptance of the final unit completed under this contract. The warranty shall cover all materials and workmanship used in the accomplishment of this contract. Any rework shall be done at no additional cost to the Government.
- 3.3 **Permits.** All contractors and their subcontractors shall be required to obtain an excavating permit from the installation prior to performing excavation. The Contracting Officer (CO) will discuss the excavating policy at the construction pre-work meeting and will furnish the contractor the required forms. Should the policy not be addressed during the pre-work, the contractor shall still be responsible for obtaining the excavating permit from his CO and for coordinating with all signatory personnel listed on the form. The government reserves the right to assess monetary damages against any contractor for repair of damage to underground utilities when excavations are performed without the referenced permit.
- 3.3.1 The Contractor is responsible for obtaining any National Pollutant Discharge Elimination System (NPDES) permit required by the State of Tennessee to perform the work required by these specifications.

3.4 Environmental Issues

- 3.4.1 If hazardous chemicals or petroleum, oil or lubricants (POL) spills occur at the job site the Fire Department and then the Directorate of Public Works (DPW) Environmental Division shall be notified immediately.
- 3.4.2 No liquids or hazardous waste created or used during construction of the facility shall be deposited in the landfill. Disposal of such waste shall be done in accordance with environmental regulations. Manifests for disposal must be coordinated through the DPW Environmental Division.
- 3.4.3 **Contractor's Spill Plan**: Five copies of the contractor's spill plan shall be submitted. The Spill Plan shall include: list of responsible persons; emergency spill equipment on hand; list of hazardous materials and quantity normally at hand; material safety data (MSD) sheets; spill response and notification procedures; and location map or layout. For further information or guidelines in order to prepare Spill Plan, contact PWBC Environmental Division. The contractor shall not start any work until the Spill Plan is approved. If the contractor does not require a plan, the contractor shall apply to the Contracting Officer for an exception to this requirement.

4 QUALITY CONTROL PLAN:

4.1 **General:** The Government will consider an interim plan for the first 10 days of operation. However, the contractor shall furnish for approval by the Government, not later than 10 days after receipt of Notice to Proceed, Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause

entitled INSPECTION OF CONSTRUCTION. The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the contractor fails to submit an acceptable QC plan within the time herein prescribed, the Contracting Officer (CO) may refuse to allow construction to start if an acceptable interim plan is not furnished.

4.2 **Coordination Meeting:** Before start of construction, the contractor shall meet with the CO and discuss the contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing administration of the system for both on-site and off-site work and the inter-relationship of contractor's inspection and control with the Government's inspection. A record of the meeting shall be prepared and signed by both the contractor and the CO. The record shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

4.3 The Quality Control Plan shall include as a minimum, the following:

- 4.3.1 A description of the quality control organization, including chart showing lines of authority and acknowledge that the CQC staff shall conduct the phase inspections for all aspects of the work specified and shall report to the project manager or someone higher in the contractor's organization.
- 4.3.2 The name, qualifications, duties, responsibilities and authorities each person assigned a QC function.
- 4.3.3 A copy of the letter to the QC manager signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the QC manager shall be furnished.
- 4.3.4 Procedures for scheduling and managing submittals, including those of subcontractors, offset fabricators, suppliers and purchasing agents.
- 4.3.5 Control testing procedures for each specific test. (Laboratory facilities will be approved by the Contracting Officer.)
- 4.3.6 Reporting procedures including proposed reporting formats.
- 4.4 **Acceptance of Plan:** Acceptance of the contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the contractor to make changes in his CQC plan and operations as necessary to obtain the quality specified.
- 4.5 **Notification of Changes:** After acceptance of the QC plan, the contractor shall notify the CO in writing of any proposed change. Proposed changes are subject to acceptance by CO.

4.6 Quality Control Organization:

- 4.6.1 **CQO System Manager:** The contractor shall identify an individual within his organization at the site of the work, who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the contractor.
- 4.6.2 **Personnel:** A staff shall be maintained under the direction of the system manager to perform all QC activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of placement. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the contractor.
- 4.6.3 **Submittals:** Submittals shall be as specified in the SPECIAL PROVISIONS entitled REQUIRED MATERIAL SUBMITTALS. The CQC Organization shall be responsible for certifying that submittals are in compliance with the contract requirements.

- 4.6.4 **Control:** Contractor Quality Control is the means by the contractor assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of inspection of all definitive features of work as follows:
- 4.6.4.1 **Preparatory Inspection:** This shall be performed prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted and approved; a check to assure that provisions have been made to provide required control testing examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand. The Contracting Officer Representative (COR) shall be notified at least 72 hours in advance of the preparatory inspection and such inspection shall be made a matter of record in the Contractor's Quality Control documentation as required below. Subsequent to the preparatory inspection and prior to commencement of work, the contractor shall instruct each applicable worker as to the acceptance level of workmanship required in his CQC plan in order to meet contract specifications.
- 4.6.4.2 **Initial Inspections:** This shall be performed as soon as a representative portion of the particular feature of work has been accomplished and shall include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. The Contracting Officer's Representative shall be notified at least 24 hours in advance of the initial inspection and such inspection shall be made a matter of record in the CQC documentation as required below.
- 4.6.4.3 **Follow-up Inspections:** These shall be performed daily to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. Such inspections shall be made a matter of record in the CQC documentation as required below. Final follow up inspections shall be conducted and test deficiencies corrected prior to the addition of new features of work.

4.7 **Tests:**

- 4.7.1 **Testing Procedure:** The contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The contractor shall procure the services of an industry recognized testing laboratory or he may establish an approved testing laboratory at the project site. A list of tests which the contractor understands he is to perform shall be furnished as a part of the CQC plan to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test. The contractor shall perform the following activities and record and provide the following data:
- 4.7.1.1 Verify that testing procedures comply with contract requirements.
- 4.7.1.2 Verify that facilities and testing equipment are available and comply with testing standards.
- 4.7.1.3 Check test instrument calibration data against certified standards.
- 4.7.1.4 Verify that recording forms, including all of the test documentation requirements, have been prepared.
- 4.8 **Completion Inspection:** At the completion of all work or any increment thereof established by a completion time stated in the paragraph entitled COMMENCEMENT, PROSECUTION & COMPLETION OF WORK or stated elsewhere in the specifications, the CQC System Manager shall conduct a completion inspection of the work and develop a punch list of items which do not conform to the approved plans and specifications. Such a list shall be included in the CQC documentation and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or his staff shall make a second completion inspection to ascertain that all deficiencies have been corrected and so notify the Contracting Officer's Representative. The completion inspection

and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

4.9 **Documentation:**

- 4.9.1 The contractor shall maintain current records of quality control operations, activities, and tests performed including the work of suppliers and subcontractors. These records shall be on an acceptable form and indicate a description of trades working on the project, the numbers of personnel working, the weather conditions encountered, any delays encountered, and acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies. A typical contractor quality control report form is at the end of this section. In addition, these records shall include factual evidence that required activities or tests have been performed, including but not limited to the following:
- 4.9.1.1 Type and number of control activities and test involved.
- 4.9.1.2 Results of control activities or tests.
- 4.9.1.3 Nature of defects, causes or rejection and similar actions.
- 4.9.1.4 Proposed remedial action.
- 4.9.1.5 Corrective actions taken.
- 4.9.2 These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the work comply with the contract. Legible copies of these records shall be furnished to the CO daily.
- 4.9.3 **Notification of Noncompliance:** The Contracting Officer will notify the contractor of any noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

TYPICAL CONTRACTOR QUALITY CONTROL REPORT ${\it CONTRACTOR'S\ NAME\ (ADDRESS)}$

DAILY CONSTRUCTION QUALITY CONTROL REPORT

| DATE:REPORT NO |
|--|
| Contract No.: |
| Description & Location of Work: |
| Weather (Clear) (P. Cloudy) (Cloudy): Temperature:Min:Max: RainfallInch |
| Contractor/Subcontractors & Area of Responsibility: |
| a |
| b c |
| d |
| e |
| f |
| 1. Work Performed Today: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.) |
| 2. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken. It is necessary to indicate the level of inspection; preparatory, initial, or follow-up for each item of work covered herei In addition a signed narrative description of each preparatory inspection must be attached to this report.) |
| 3. Tests Required by Plans and/or Specifications Performed & Results of Tests: |
| 4. Verbal Instructions Received: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken |
| |

| 5. Remarks: (Cover any conflicts in Plans, Specifications, | or Instructions.) |
|---|----------------------------------|
| | |
| | |
| | |
| | INSPECTOR |
| CONTRACTOR'S VERIFICATION: The above report is c and work performed during this reporting period are in com as noted above. | |
| | |
| REPRESENTATIVE | CONTRACTOR'S APPROVED AUTHORIZED |

End of Section

SECTION 01308 STONE PROTECTION PART I GENERAL

1 **SCOPE:** The work covered by this section consists of furnishing all labor, equipment, and materials necessary in the construction of stone protection for the slopes along the sections of the TRAINING AREA ROADS SHOULDERS as shown on the drawings or as directed by the Contracting Officer in accordance with these specifications.

1.1 MATERIAL

- 1.1.1 **General:** The material, equipment, and workmanship shall be in accordance with the applicable portions of the Tennessee Department of Transportation, Bureau of Highways, Nashville Standard Specifications for Road and Bridge Construction, 1981 Edition, or the Kentucky Transportation Cabinet Department of Highways, Standard Specifications for Road and Bridge Construction, 1998 Edition, except as otherwise specified, and herein referred to as "Standard Specifications." All stone for the protection work shall be durable stone as approved by the Contracting Officer.
- 1.1.2 **Quality:** Suitable tests and service records will be used to determine the acceptability of the stone protection materials. In the event suitable test reports and a service record, that are satisfactory to the Contracting Officer, are not available, as in the case of newly operated sources, the material shall be subjected to such tests as are necessary to determine its acceptability for use in the work. Tests to which the materials may be subjected include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing, and such other tests as may be considered necessary to demonstrate to the satisfaction of the Contracting Officer that the materials are acceptable for use in the work. All tests will be performed by the Contractor at his expense.

PART 2 PRODUCTS

2.1 RIPRAP: Stone for riprap shall be durable and of a suitable quality to insure permanence in the structure and in the climate in which it is to be used. The sources from which the Contractor proposes to obtain the material shall be selected well in advance of the time when the material will be required in the work. Riprap can be supplied by approved sources listed by the Tennessee Department of Transportation or the Kentucky Transportation Cabinet, as of the date of the bid opening or the Contractor may select a source which is capable of producing material of the gradation and quality specified. It shall be free from cracks, seams, and other defects that would tend to increase unduly its deterioration from natural caused. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted. If the sources is not one of the State approved sites, suitable samples of stone protection material shall be submitted to the Contracting Officer for approval prior to delivery of any such material to the site of the work. Unless otherwise specified, all test samples shall be obtained by the Contractor and delivered at his expense to a point designated by the COR at least 30 days in advance of the time when the placing of the stone protection is expected to begin.

Control of the gradation of the various sizes will be by visual inspection either at the source or at the project site by the COR. Any differences between the COR and the Contractor will be resolved by making random evaluations of the truckloads that follow and by sorting materials by size to determine if materials having adequate gradation is being delivered to the jobsite. The expense of the checks will be borne by the Contractor along.

- 2.2 **FOUNDATION PREPARATION**: Areas on which riprap is to be placed shall be trimmed and dressed to conform to cross sections shown on the drawings. Immediately prior to placing the riprap the prepared base will be inspected by the COR and no material shall be placed thereon until the area has been approved.
- 2.3 **BEDDING LAYERS**: The riprap will be placed on a layer of non-woven geotextile. Section 02272 gives the specific requirements associated with the placement of this membrane

2.4 **MEASUREMENT**: Riprap will be measured in place on the basis of the number of square yards of stone acceptably placed, within the allowable tolerance, to the lines and grades indicated on the drawings and as staked in the field.

PART 3 EXECUTION

3.1 RIPRAP

3.1.1 **General:** Riprap shall be placed as shown on the drawings or otherwise required by the Contracting Officer. Either boulders or quarried rock may be used for riprap if conforming to the applicable requirements of paragraph 1.2.2 as to quality. Neither the breadth nor the thickness of any piece of riprap shall be less than one-third of its length. An allowance of 5% by weight for inclusion of quarry spalls will be permitted. The riprap shall be reasonably well graded in the sizes listed:

Percentage of Mass Range of Stone Mass (lbs)
not more than 10% over 50
at least 50% 20 to 40
not more than 10% less than 10

3.1.2 Placement: The riprap shall be carefully placed on the geotextile liner in such a manner that adjacent stones are in close contact and, in general, have their greatest dimensions across the slope. The stone can be feathered-in place by mechanical means; however they cannot be dropped from a height of more than 18 inches. "Through stones" shall be well-distributed throughout the mass and the sum of their cross sections, parallel to the slope being protected, shall be not less than two-thirds of such area. As used in this specification a "through stone" is defined as a stone whose dimension normal to the surface being riprapped is not less than the full depth of the riprap. The riprap along the lower edge of an area shall consist of the largest stones set in a trench so as to form a band. Except for spalls used to fill voids between larger stone, no stone shall be used in the exposed face of the riprap, which will extend less than one-half the thickness of the riprap. Spaces between the larger stones shall be filled with spalls and smaller stones of the largest feasible size, to form a compact mass. Spalls and small stone shall not be placed in nests in lieu of larger size stone. A tolerance of plus six (6) inches or minus three (3) inches from the slope lines and grades shown on the drawings will be allowed in the finished surface of the riprap provided either extreme of this tolerance is not continuous over an area greater than 200 square feet. Rearranging of individual stones by hand or mechanical means will be permitted to the extent necessary to obtain a reasonably well-graded distribution of stone sizes as specified above. The riprap may extend beyond the geotextile and lay on unprepared soil where the eroded area is wider than the geotextile. The riprap will extend up to the top of the slopes at those location indicated on the drawings. Mechanical equipment will not be permitted to travel on the fabric liner until the riprap has been placed. Turning movements are never permitted on areas that are covered with a geotextile fabric.

End of Section

SECTION 02272 NONWOVEN GEOTEXTILE PART I GENERAL

- 1.1 **SCOPE**: The work covered by this section consists of furnishing all labor, equipment, and materials necessary for the installation of a nonwoven geotextile membrane in those areas depicted on the drawings. The membrane will be between the earth and the riprap as shown on the drawings or as directed by the Contracting Officer in accordance with these specifications.
- 1.2 **REFERENCES**: The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1117 (1995) Nonwoven Fabrics

ASTM D 4355 (1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

ASTM D 4491 (1992) Water Permeability of Geotextiles by Permittivity

ASTM D 4533 (1991) Trapezoid Tearing Strength of Geotextiles

ASTM D 4632 (1991) Grab Breaking Load and Elongation of Geotextiles

ASTM D 4759 (1988; Rev 1996) Determining the Specification Conformance of Geosynthetics

ASTM D 4833 (1988; Rev 1996) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products

ASTM D 4873 (1995) Identification, Storage, and Handling of Geotextiles

1.3 **MEASUREMENT**: The installed geotextile shall be measured in place to the nearest square yard of protected area as delineated in the drawings. No separate payment will be made for this material. Payment will be made for the textile as part of the lump sum bid price. No payment will be made for geotextile replaced because of contamination or damage due to the Contractor's fault or negligence.

PART 2 PRODUCTS

2.1 **NONWOVEN GEOTEXTILE**: The geotextile shall be a nonwoven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer, if necessary, to make the filaments resistant to the deterioration by ultraviolet light, oxidation, and heat exposure. Regrind materials which consists of edge trimming and other scraps that have never reached the consumer may be used to produce the geotextile. Post-consumer recycled materials may also be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. The geotextile physical properties shall be equal or exceed the minimum average roll values for puncture, grab, tensile, and trapezoidal tear strengths as listed in AASHTO specification M 288. Acceptance of geotextile shall be in accordance with ASTM D 4759.

Property Test Method Property Value

Elongation ASTM D 4632 <50%

Grab Tensile ASTM D 4632 200 lbs
Trapezoid Tear ASTM D 4533 90 lbs
Puncture ASTM D 4833 100 lbs
UV Stability (Strength retained) 500 hrs exposure 70%
Permittivity ASTM D 4491 0.03 Sec
AOS (US Sieve#) ASTM D 4751 30

- 1.2 **SUBMITTALS**: Government approval is required of the Geotextile selected for installation.
- 1.2.1 **MANUAL**: A minimum of 14 days prior to the scheduled use, manufacturer's quality control manual including instruction for storage, handling, installation, seaming, and repair.
- 1.2.2 **CERTIFICATION**: A minimum of 14 days prior to scheduled use, manufacturer's certification of compliance stating that the geotextile meets the requirements of this section. This submittal shall include copies of the manufacturer's quality control test results. The certification of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturing company.

1.3 DELIVERY, STORAGE AND HANDLING

- 1.3.1 **General**: Geotextiles shall be labeled, handled, and stored in accordance with ASTM D 4873 and as specified herein. Each roll shall be wrapped in an opaque and waterproof layer of plastic during shipment and storage. The plastic wrapping shall not be removed until deployment. Each roll shall be labeled with the manufacturer's name, geotextile type, lot number, roll number, and roll dimensions (length, width, and gross weight). Geotextile or plastic wrapping damaged as a result of storage or handling shall be repaired or replaced, as directed by the COR. Geotextile shall not be exposed to temperatures in excess of 140 degrees F or less if recommended by the manufacturer.
- 1.3.2 **Handling**: No hooks, tongs or other sharp instruments shall be used for handling geotextiles. Geotextiles shall not be dragged along the ground.
- 1.4 **FASTENERS**: Fastener pins shall be formed of 3/16 inch diameter or heavier steel, pointed at one end, with head on the opposite end to retain an approved washer. Other suitable fasteners may be substituted with prior approval of the Contracting Officer.

PART 3 EXECUTION

- 3.1 **GENERAL**: The work shall be scheduled so that the covering of the geotextile with a layer of the specified stone materials is performed within two (2) days after the placement of the fabric. Geotextiles shall be protected from damage prior to and during the placement of the stones.
- 3.2 **SURFACE PREPARATION**: The surface underlying the geotextile is not required to be worked to smooth any irregularities. The geotextile shall be laid on the existing contour and slopes. However, the area underlying the geotextile shall be groomed to remove any protrusions that could damage the geotextile. The ground under the edges of the fabric (2 feet inside and 2 feet outside the border of the fabric) will be tamped to reduce erosion in those areas once the stone is placed.
- 3.3 **INSTALLATION**: The COR shall inspect each section of geotextile after it is installed. No stone shall be placed on the liner until it has been approved by the COR. The geotextile shall be laid smooth so as to be free of tensile stresses, folds and wrinkles. Geotextile is only required along the ditch bottom and up the shoulders of the immediate bank. The nominal width of the geotextile for the ditch repair is 8 feet. However, in those areas where the ditch erosion and adjacent shoulders is more than 8 feet, the geotextile will be sized so as to extend 18 inches beyond the limits of the erosion. The geotextile will be fastened to the earth with 6 inch long spikes every 2 feet along the edges.

- 3.4 **OVERLAP SEAMS**: Geotextile panels shall be continuously overlapped a minimum of 12 inches. Where it is required that seams be oriented across the slope, the upper sheet shall be lapped over the lower sheet. The Contractor has the option of field sewing the panel instead of overlapping. If sewing is selected as an option, the panels shall be sewn in accordance with the manufacturer's instructions. The upslope fabric will be on top of any under laying fabric to prevent water from getting under the fabric at the seams.
- 3.5 **REPAIRS**: Geotextile damaged during installation shall be repaired by placing a patch of the same type of geotextile that extends a minimum of 12 inches beyond all edges of the damaged or defect. Patches shall be continuously fastened using a sewn seam or other approved method. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile that cannot be repaired shall be replaced.

End of Section

SECTION 02210 GRADING PART I GENERAL

1.1 thru 1.2 RESERVED

1.3 DEFINITIONS

- 1.3.1 **Satisfactory Materials**: Materials free from roots and other organic matter, trash, debris, and frozen materials and stones larger than 6 inches in any dimension are satisfactory.
- 1.3.2 **Unsatisfactory Materials**: Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Materials visually inspected as topsoil or organic soils are unsatisfactory. Unsatisfactory materials also include man-made fills, refuse, or backfills from previous construction.
- 1.3.3 **Cohesionless and Cohesive Materials**: Cohesive and cohesionless materials shall be determined by the COR.
- 1.3.4 **Degree of Compaction**: Shall be determined by visual inspection based on observation of the Ccontracting Officer's Representative (COR) during construction activity. Rutting, movement or instability due to construction activities will be grounds for rejection.

1.3.5 RESERVED

- 1.3.6. **Topsoil**: Material obtained from excavations may be suitable for topsoils.
- 1.3.6.1 **Soil Test**: A soil test shall be performed for pH, chemical analysis and mechanical analysis to establish the quantities and type of soil amendments required to meet local growing conditions for the type and variety of turf specified.
- 1.3.6.2 **Lime**: Lime shall be applied at a rate recommend by the soil test. Lime shall be incorporated into the soil to a minimum depth of 4 inches or may be incorporated as part of the tillage operation.
- 1.3.6.3 **Fertilizer**: Fertilizer shall be applied at a rate recommended by the soil test. Fertilizer shall be incorporated into the soil to a minimum depth of 4 inches and may be incorporated as part of the tillage operation.

1.4 thru 1.5 ESERVED

PART 2 PRODUCTS

- 2.1 **ROCK FOR SLOPE PROTECTION**: Coarse rock from excavations shall be conserved and used for constructing the slopes of embankments parallel or adjacent to streams, for constructing slopes or sides and bottom of channels, and for protection against erosion. Material shall be machined riprap 6 to 9 inches in diameter.
- 2.2 **BORROW MATERIAL**: Borrow material shall be selected to meet requirements and conditions of the particular fill for which it is to be used. Necessary clearing, grubbing, disposal of debris, and satisfactory drainage of borrow pits shall be performed by the Contractor as incidental operations to the borrow excavation.
- 2.2.1 **Selection**: Borrow materials shall be obtained from the approved borrow areas. Borrow materials shall be subject to approval. Borrow material from approved sources on Government controlled land may be obtained without payment of royalties. Unless specifically provided, no borrow shall be obtained within the limits of the project site without prior written approval. Location of borrow areas will be designated by the COR.

2.2.2 **Borrow Pits**: Except as otherwise permitted, borrow pits shall be excavated to afford adequate drainage. Overburden and other spoil material shall be disposed of or used for special purposes. Borrow pits shall be neatly trimmed after the excavition is completed.

PART 3 EXECUTION

3.1 thru 3.4 RESERVED

- 3.5 **PREPARATION OF GROUND SURFACE FOR FILL**: All vegetation, such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetable matter, rubbish, and other unsatisfactory material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will, unsatisfactory material remain in or under the fill area. Sloped ground surfaces steeper than one vertical to four horizontal on which fill is to be placed shall be plowed, stepped, or broken up, as indicated, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted fill is to be placed shall be wetted or dried as may be required to obtain the desired moisture content and density as determined by visual inspection.
- 3.6 **FILLS AND EMBANKMENTS**: Fills and embankments shall be constructed at the locations and conform to lines and grades indicated. The completed fill shall to the shape of the typical sections indicated or shall meet the requirements of the particular case. Satisfactory material obtained during excavation may be used in forming required fill. Fill shall be satisfactory material and shall be reasonably free from roots, other organic material, and trash and from stones having a maximum diameter greater than 6 inches. No frozen material will be permitted in the fill. Stones having a dimension greater than 4 inches shall not be permitted in the upper 6 inches of fill or embankment. The material shall be placed in successive horizontal layers of 6 inches in loose depth for the full width of the cross section and shall be compacted as specified. Each layer shall be compacted before the overlaying lift is placed. Moisture content of the fill or bakfill material shall be adjusted by wetting or aerating, as visually required.
- 3.7 **COMPACTION**: Each layer of the fill or embankment shall be compacted to the satisfaction of COR.
- 3.8 **FINISHED EXCAVATION, FILLS, AND EMBANKMENTS**: All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations except as otherwise specified. Ditches and gutters shall be finished to permit adequate drainage. The surface of areas to be turfed shall be finished to a smoothness suitable for the application of turfing materials.
- 3.9 **PLACING TOPSOIL**: On areas to receive topsoil, the compacted subgrade soil shall be scarified to a 2 inch depth for bonding of topsoil with subsoils. Topsoil them shall be spread evenly to a thickness of 4 inches and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. Material required for topsoil in excess of that produced by excavation within the grading limits shall be obtained from off-site areas.
- 3.10 **FIELD TESTING CONTROL**: Field testing will only require visual inspection by the COR. It will be the Contractor's responsibility to hire an approved testing laboratory at his/her own expense to perform soil testing should a conflict occur between the COR and Contractor's representative.
- 3.11 **PROTECTION**: Newly graded areas shall be protected from traffic and from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes. All work shall be conducted in accordance with the environmental protection requirements of the contract.

3.12 **TIMING OF SEEDING AND MULCHNG**: Prepared seedbeds are to be seeded and mulched as stated in Section 02935, HYDROSEED, of these specifications for waterway area and bank areas. Seeding and mulching of prepared seedbeds shall be completed on the same day that seedbed preparation is performed.

Ene of Section

SECTION 02272 NONWOVEN GEOTEXTILE PART I GENERAL

- 1 **SCOPE**: The work covered by this section consists of furnishing all labor, equipment, and materials necessary for the installation of a nonwoven geotextile membrane in those areas depicted on the drawings. The membrane will be between the earth and the riprap as shown on the drawings or as directed by the Contracting Officer in accordance with these specifications.
- 1.1 **REFERENCES**: The publications listed below form a part of these specifications to the extent referenced. The publications are referred to in the text by designation only.

American Society for Testing and Materials (ASTM)

ASTM D 1117 (1995) Nonwoven Fabrics

ASTM D 4355 (1992) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

ASTM D 4491 (1992) Water Permeability of Geotextiles by Permittivity

ASTM D 4533 (1991) Trapezoid Tearing Strength of Geotextiles

ASTM D 4632 (1991) Grab Breaking Load and Elongation of Geotextiles

ASTM D 4759 (1988; Rev 1996) Determining the Specification Conformance of Geosynthetics

ASTM D 4833 (1988; Rev 1996) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

ASTM D 4873 (1995) Identification, Storage, and Handling of Geotextiles

1.2 **MEASUREMENT**: The installed geotextile shall be measured in place to the nearest square yard of protected area as delineated in the drawings. No separate payment will be made for this material. Payment will be made for the textile as part of the lump sum bid price. No payment will be made for geotextile replaced because of contamination or damage due to the Contractor's fault or negligence.

PART 2- PRODUCTS

2.1 **NONWOVEN GEOTEXTILE**: The geotextile shall be a nonwoven pervious sheet of polymeric material and shall consist of long-chain synthetic polymers composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer, if necessary, to make the filaments resistant to the deterioration by ultraviolet light, oxidation, and heat exposure. Regrind materials which consists of edge trimming and other scraps that have never reached the consumer may be used to produce the geotextile. Post-consumer recycled materials may also be used. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the selvages. The geotextile physical properties shall be equal or exceed the minimum average roll values for puncture, grab tensile, and trapezoidal tear strengths as listed in AASHTO specification M 288. Acceptance of geotextile shall be in accordance with ASTM D 4759.

Property Test Method Property Value

Elongation ASTM D4632 <50% Grab Tensile ASTM D4632 200 lbs. Trapezoid Tear ASTM D4533 90 lbs.
Puncture ASTM D4833 100 lbs.
UV Stability (Strength retained) 500 hrs exposure 70 %
Permittivity ASTM D4491 0.03 sec
AOS (US Sieve#) ASTM D4751 30

- 2.2 **SUBMITTALS**: Government approval is required of the Geotextile selected for installation.
- 2.2.1 **Manual.** A minimum of 14 days prior to the scheduled use, manufacturer's quality control manual including instructions for storage, handling, installation, seaming, and repair.
- 2.2.2 **Certification.** A minimum of 14 days prior to scheduled use, manufacture's certification of compliance stating that the geotextile meets the requirements of this section. This submittal shall include copies of the manufacturer's quality control test results. The certification of compliance shall be attested to by a person having legal authority to bind the geotextile manufacturing company.

2.3 DELIVERY, STORAGE AND HANDLING

- 2.3.1 **General.** Geotextiles shall be labeled, handled, and stored in accordance with ASTM D 4873 and as specified herein. Each roll shall be wrapped in an opaque and waterproof layer of plastic during shipment and storage. The plastic wrapping shall not be removed until deployment. Each roll shall be labeled with the manufacturer's name, geotextile type, lot number, roll number, and roll dimensions (length, width, and gross weight). Geotextile or plastic wrapping damaged as a result of storage or handling shall be repaired or replaced, as directed by the COR. Geotextile shall not be exposed to temperatures in excess of 140 degrees F or less if recommended by the manufacturer.
- 2.3.2 **Handling.** No hooks, tongs or other sharp instruments shall be used for handling geotextiles. Geotextiles shall not be dragged along the ground.
- 2.3.3 **FASTENERS**: Fastener pins shall be formed of 3/16 inch diameter or heavier steel, pointed at one end, with a head on the opposite end to retain an approved washer. Other suitable fasteners may be substituted with prior approval of the Contracting Officer.

PART 3- EXECUTION

- 3.1 **GENERAL**: The work shall be scheduled so that the covering of the geotextile with a layer of the specified stone materials is performed within two (2) days after the placement of the fabric. Geotextiles shall be protected from damage prior to and during the placement of the stones.
- 3.2 **SURFACE PREPARATION**: The surface underlying the geotextile is not required to be worked to smooth any irregularities. The geotextile shall be laid on the existing contour and slopes. However, the area underlying the geotextile shall be groomed to remove any protrusions that could damage the geotextile. The ground under the edges of the fabric (two feet inside and two feet outside the border of the fabric) will be tamped to reduce erosion in those areas once the stone is placed.
- 3.3 **INSTALLATION**: The Contracting Officer shall inspect each section of geotextile after it is installed. No stone shall be placed on the liner until it has been approved by the Contracting Officer. The geotextile shall be laid smooth so as to be free of tensile stresses, folds and wrinkles. Geotextile is only required along the ditch bottom and up the shoulders of the immediate bank. The nominal width of the geotextile for the ditch repair is eight (8) feet. However, in those areas where the ditch erosion and adjacent shoulders is more than 8 feet, the geotextile will be sized so as to extend eighteen (18) inches beyond the limits of the erosion. The geotextile will be fastened to the earth with 6 inch long spikes every 2 feet along the edges.
- 3.4 **OVERLAP SEAMS**: Geotextile panels shall be continuously overlapped a minimum of 12 inches. Where it is

required that seams be oriented across the slope, the upper sheet shall be lapped over the lower sheet. The Contractor has the option of field sewing the panel instead of overlapping. If sewing is selected as an option, the panels shall be sewn in accordance with the manufacturer's instructions. The upslope fabric will be on top of any under laying fabric to prevent water from getting under the fabric at the seams.

3.5 **REPAIRS**: Geotextile damaged during installation shall be repaired by placing a patch of the same type of geotextile that extends a minimum of 12 inches beyond all edges of the damaged or defect. Patches shall be continuously fastened using a sewn seam or other approved method. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile that cannot be repaired shall be replaced.

End of Section

SECTION 02935A SEEDING PART 1 GENERAL

1.1 **REFERENCES**: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01 (Amended thru: Aug 1988) Federal Seed Act Regulations (Part 201-202)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602 (1990) Agricultural Liming Materials

- 1.2 RESERVED
- 1.3 DELIVERY, INSPECTION, STORAGE, AND HANDLING
- 1.3.1 **Delivery**
- 1.3.1.1 **Soil Amendments.** Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.
- 1.3.1.2 Reserved
- 1.3.2 **Inspection.** Materials will be inspected upon arrival at the job site by the Contracting Officer for conformity to specifications.
- 1.3.3 **Storage.** Materials shall be stored in areas designated by the Contracting Officer. Seed, lime and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment materials shall not be stored with other landscape materials.
- 1.3.4 **Handling.** Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

PART 2 PRODUCTS

- 2.1 **SEED**
- 2.1.1 **Seed Classification.** State approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.
- 2.1.2 **Seed Mixtures.** Seed will be applied at a rate of 45 lbs per acre and shall be proportioned by weight as follows:

From 15 February till 15 June

Name Mixture Percent by Weight

KY31 Fescue, Fungus Free 80%

Korean Lespedeza 15%

English Rye 5%

From 1 June till 15 August

Name Mixture Percent by Weight
KY31 Fescue, Fungus Free 55%
Korean Lespedeza 15%
English Rye 20%
German Millet 10%

From 1 August till 15 October

Name Mixture Percent by Weight
KY31 Fescue, Fungus Free 70%
English Rye 20%
White Clover 10%

- 2.1.3 **Quality.** Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.
- 2.1.4 **Seed Mixing.** The field mixing of seed shall be performed on site in the presence of the Contracting Officer.
- 2.2 **SOIL AMENDMENTS**: Soil amendments shall consist of fertilizer, organic soil amendments and soil conditioners meeting the following requirements.
- 2.2.1 Reserved
- 2.2.2 **Fertilizer.** Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to CID A-A-1909. Granular Fertilizer shall be applied at a rate of 500 lbs per acre with a guaranteed analysis of 10N-30P-10K or equivalent by percentage or weight.
- 2.2.3 **Lime.** Lime shall be agricultural limestone and shall have a minimum calcium carbonate equivalent of 90 percent and shall be ground to such fineness that at least 90 percent will pass a 10-mesh sieve and at least 50 percent will pass a 60-mesh sieve. Lime shall be uniformly distributed over the soil surface at a rate of 650 pounds per acre.
- 2.2.4 **Wood Cellulose Fiber.** Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate visual metering during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.
- 2.2.5 **Tachifier.** A biodegradable tachifier (Agri-Tach) shall be applied at a rate of 100 lbs per acre.
- 2.3 **WATER**: Water shall not contain elements toxic to plant life. Water is available at building 7604. Contractor must provide piping to connect with a standard fire hydrant plug.
- 2.4 RESERVED

2.5 EROSION CONTROL MATERIAL

2.5.1 **Surface Erosion Control Blanket**: The blanket shall be machine produced mat of coconut fibers formed from a web of interlocking fibers; covered with biodegradable netting. The interior content of the blanket shall be 100 percent coconut fibers with a minimum weight of 0.50 lb-sq yds. The netting shall be 100% jute fiber with an approximate ³/₄" by ³/₄" opening. The blanket will be stitched on top and bottom with medium weight degradable materials.

2.5.2 **Erosion Control Material Anchors**: The anchors shall be in accordance with the erosion control blanket manufacture's recommendation.

PART 3 EXECUTION

3.1 SEEDING, TIMES AND CONDITIONS

- 3.1.1 **Seeding Time.** Seed shall be sown according to the composition of seed as specified in PART 2 PRODUCTS of this section.
- 3.1.2 **Turfing Conditions.** Turf operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to and approved by the Contracting Officer.

3.2 SITE PREPARATION

3.2.1 Application of Soil Amendments

- 3.2.1.1 & 3.2.1.2 Reserved
- 3.2.1.3 **Fertilizer**. Fertilizer shall be applied at the rate of 500 lbs per acre. Fertilizer shall be incorporated as part of the hydroseeding operation. The composition shall be in accordance with PART 2 PRODUCT of this section.
- 3.2.1.4 **Soil Conditioner**. Soil Conditioner (lime) shall be spread uniformly over the soil at a rate of 650 pounds per acre and thoroughly incorporated by tillage into the soil to a minimum depth of at least three 3 inches by discing, harrowing, or other approved means.
- 3.2.2 **Tillage.** Soil on slopes gentler than 3-horizontal-to-1-vertical shall be tilled to a minimum depth of four inches. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum depth of 2 inches by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required.

3.2.3 Finished Grading

- 3.2.3.1 **Preparation**. The area will be smoothed graded to level any existing undulations, crowns, ruts or irregularaties in the soil surface as specified in section 02210 (GRADING).
- 3.2.3.2 Reserved
- 3.2.3.3 **Field Area Debris**. Field areas shall have debris and stones larger than 3 inches in any dimension removed from the surface.
- 3.2.3.4 **Protection**. Finished graded areas shall be protected from damage by vehicular or pedestrian traffic and erosion.

3.3 **SEEDING**

- 3.3.1 **General.** Previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.
- 3.3.2 **Equipment Calibration.** The equipment to be used and the methods of turfing shall be subject to the inspection and approval of the Contracting Officer prior to commencement of turfing operations. Immediately prior

to the commencement of turfing operations, the Contractor shall conduct turfing equipment calibration tests in the presence of the Contracting Officer.

3.3.3 **Hydroseeding.** Seed shall be uniformly spread at the rate of 45 pounds per acre. Seed and fertilizer shall be added to water and thoroughly mixed at the rates specified. Wood cellulose fiber mulch shall be added at the rates recommended by the manufacturer after the seed, fertilizer and water have been thoroughly mixed, to produce a homogeneous slurry. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

3.4 SEEDING SURFACE EROSION CONTROL

- 3.4.1 **Surface Erosion Control Material.** The blanket should be installed over a properly prepared, fertilized, and seeded area. Make sure that the blanket is in contact with the soil over the entire area, and secured with staples.
- 3.4.2 **Installation**. It is not necessary to overlap, dig check slots, anchor ditches, or bury the ends of the blanket if the area to be protected covers the entire slope. If the blanket covers only a portion of the slope, the top of the blanket will be buried in accordance with the manufacture's recommendation. The blanket shall be rolled vertically down the slope. Secure the blankets three feet beyond the crest of the slope. The blanket will be stapled horizontally and vertically every two feet.

3.5 RESTORATION AND CLEAN UP

- 3.5.1 **Restoration.** Existing turf areas, pavements and facilities that have been damaged from the turfing operation shall be restored to original condition at Contractor's expense.
- 3.5.2 **Clean Up.** Excess and waste material shall be removed from the planting operation and shall be disposed of off the site. Adjacent paved areas shall be cleaned.

3.6 RESERVED

3.7 TURF ESTABLISHMENT PERIOD

- 3.7.1 **Commencement.** The Turf Establishment Period for establishing a healthy stand of turf shall begin on the first day of work under this contract and shall end three (3) months after the last day of turfing operations required by this contract. Written calendar time period shall be furnished to the Contracting Officer for the Turf Establishment Period. When there is more than one turf establishment period, describe the boundaries of the turfed area covered for each period.
- 3.7.2 **Satisfactory Stand of Turf.** A satisfactory stand of turf from the seeding operation is defined as a minimum of 10 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded area.

3.7.3 Maintenance During Establishment Period

- 3.7.3.1 **General**. Maintenance of the turfed areas shall include eradicating weeds, eradicating insects and diseases, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch, protecting turfed areas from traffic, mowing, watering, and post-fertilization.
- 3.7.3.2 thru 3.7.3.5 Reserved
- 3.7.3.6 **Repair**. The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.
- 3.7.3.7 **Maintenance Report**. A written record shall be furnished to the Contracting Officer of the maintenance work performed.

3.8 FINAL ACCEPTANCE

- 3.8.1 **Preliminary Inspection.** Prior to the completion of the Turf Establishment Period, a preliminary inspection will be held by the Contracting Officer. Time for the inspection will be established in writing. The acceptability of the turf in accordance with the Turf Establishment Period shall be determined. An unacceptable stand of turf shall be repaired as soon as turfing conditions permit.
- 3.8.2 **Final Inspection.** A final inspection will be held by the Contracting Officer to determine that deficiencies noted in the preliminary inspection have been corrected. Time for the inspection will be established in writing.

End of Section